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on behalf of himself and others similarly situated

FILED
Superior Court of California
County of Los Angeles
02/04/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

XAVIER LAMATEZE CARPENTER, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

CLIPPER CORPORATION, a California
corporation; TRINET HR II, INC., a Delaware
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV03647

*[Assigned for All Purposes to the Hon. William
F. Highberger, Judge; Dept. 10]*

~~PROPOSED~~ FINAL JUDGMENT

Hearing Information:

Date : February 2, 2026

Time : 11:00 a.m.

Dept. : 10

1 WHEREAS, this Action came before the Court for hearing on February 2, 2026 at 11:00 a.m.
2 (“Final Approval Hearing”), in accordance with the (i) Order Granting Motion for Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”) entered by this Court on June
4 30, 2025, (ii) Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement seeking
5 final approval of the Class Action and PAGA Settlement Agreement (the “Settlement Agreement”),
6 attached to the Declaration of David Lavi filed on April 29, 2025; and

7 WHEREAS, David Lavi of E&L, LLP appeared for Plaintiff. Luiza Manuelian of Landegger
8 Verano LLP appeared for Defendant Clipper Corporation (“Defendant CLIPPER”), Chris Boman of
9 Fisher & Phillips, LLP appeared for Defendant TriNet HR II, Inc. (“Defendant TRINET”)
10 (collectively, Defendant CLIPPER and Defendant TRINET are referred to as “Defendants”). Plaintiff
11 and Defendants are referred to herein together as the “Parties”; and

12 WHEREAS, the Court, having considered all papers filed in this action, oral arguments of
13 counsel in this Action and those persons appearing at the Final Approval Hearing, and otherwise
14 being fully informed, and good cause appearing therefore; and

15 WHEREAS, unless otherwise defined herein, all capitalized words and terms contained in
16 this Final Judgment shall have the same meanings as set forth in the Settlement Agreement.

17 It is hereby ORDERED, ADJUDGED, and DECREED that:

18 1. This Court has jurisdiction over the subject matter of this Action, litigation, and over
19 all Parties to the Action, including all Class Members.

20 2. Solely for the purposes of the Settlement Agreement and this Final Judgment, the
21 Court hereby certifies the following Settlement Class:

22 All non-exempt employees who worked for Defendant CLIPPER at any time
23 during the Class Period (“Class” or “Class Members”). The “Class Period” as
24 referred to herein shall be from February 17, 2019 to and through and including
25 December 4, 2023. The “PAGA Period” shall be the period beginning February
26 27, 2022 through and including December 4, 2023.

26 3. This Court hereby enters Judgment in accordance with, and subject to, the terms set
27 forth in the Order Granting Final Approval of Class Action and PAGA Settlement, and the Class
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1 Representative and the Participating Settlement Class Members shall take nothing except as provided
2 in the Settlement Agreement.

3 4. Class Representative Xavier Lamateze Carpenter fairly and adequately represented the
4 Settlement Class Members.

5 5. Settlement Class Counsel E&L, LLP, fairly and adequately represented the Settlement
6 Class Members.

7 6. The Parties shall take all steps necessary and appropriate to provide Settlement Class
8 Members with the benefits to which they are entitled under the terms of the Settlement Agreement
9 and pursuant to the Orders of the Court.

10 7. Class Representative is awarded Class Representative Enhancement Payment of
11 \$5,000.00, in special recognition of her service in bringing and prosecuting the Action, and the risks
12 he has taken by agreeing to be Class Representatives. The foregoing sum shall be paid from the
13 Settlement Fund in accordance with the Settlement Agreement.

14 8. Class Counsel E&L, LLP, shall be awarded the total amount of \$ 58,611.60, for
15 attorney's fees and costs, and which amount is approved as fair and reasonable. The foregoing sum
16 shall be paid from the Settlement Fund in accordance with the Settlement Agreement.

17 9. The PAGA Members who worked for Defendant Clipper in the State of California
18 during the period of February 27, 2022 through and including December 4, 2023 ("Aggrieved
19 Employees"), are awarded the sum of \$2,500.00, and which amount is approved as fair and
20 reasonable. The foregoing sum shall be paid from the Settlement Fund in accordance with the
21 Settlement Agreement.

22 10. The Labor Workforce Development Agency (LWDA) shall be awarded the total
23 amount of \$7,500.00, as Private Attorneys General Act of 2004 ("PAGA") penalties, and which
24 amount is approved as fair and reasonable. The foregoing sum shall be paid from the Settlement Fund
25 in accordance with the Settlement Agreement.

26 11. Phoenix Class Action Administration Solutions shall be awarded the total amount of
27 \$4,000.00, and which amount is approved as fair and reasonable. The foregoing sum shall be paid
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1 from the Settlement Fund in accordance with the Settlement Agreement.

2 12. The Court hereby approves the Settlement Agreement and finds that the Settlement is,
3 in all respects, fair, reasonable, and adequate to the Settlement Class.

4 13. Upon the date that Defendant CLIPPER fully funds the entire Settlement Fund (within
5 45 business days of final approval), the Class Representative and each Member of the Settlement
6 Class, on behalf of themselves and any other legal or natural persons who may claim by, through or
7 under them, are deemed to have fully, finally and forever released and discharged the Released Parties
8 (as defined in Section 1.39 of the Settlement Agreement) from any and all Released Claims (as
9 defined in Section 5.2 of the Settlement Agreement) arising during the Class Period.

10 14. In addition upon funding by Defendant CLIPPER of the Settlement Fund, Plaintiff,
11 the LWDA, and the State of California release the Released Parties of and from the Released PAGA
12 Claims (as defined in Section 5.3 of the Settlement Agreement) that could have been asserted under
13 PAGA based on the facts alleged in the PAGA Notice provided to the LWDA and in the operative
14 Complaint, for every non-exempt employee who worked for Defendant Clipper from February 27,
15 2022 and continuing through December 4, 2023 (“PAGA Period”), whom are known as Aggrieved
16 Employees (“Aggrieved Employees”).

17 15. The Class Notice disseminated in accordance with the Preliminary Approval Order
18 and the Notice to Class Members (as defined in Section 7.4 of the Settlement Agreement) (“Notice
19 Program”) was the best notice practicable under the circumstances. The Notice Program provided due
20 and adequate notice of those proceedings and of the matters set forth therein, including the proposed
21 Settlement, to all persons entitled to such notice, and the Notice Program fully satisfied the
22 requirements of California law and satisfies the requirements of California law and federal due
23 process of law.

24 16. Pursuant to Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
25 of Court, and without affecting the finality of this Judgment, the Court reserves exclusive and
26 continuing jurisdiction over this Action, the Class Representatives, the Members of the Settlement
27 Class, and Defendants in order to, among other things: (i) monitor and enforce compliance with the

1 Settlement Agreement, Order of Final Approval, and any related order of this Court; and (ii) resolve
2 any disputes over this Settlement Agreement or the administration of any benefits of this Settlement
3 Agreement, including disputes over entitlement to payments for Attorneys' Fees and Costs.

4 17. This document shall constitute a judgment for purposes of California Rules of Court,
5 Rule 3.769(h). The Court is directed to enter this Final Judgment forthwith.

6 18. This Final Judgment shall be posted on the Settlement Website within three (3) days
7 of its entry.

8 20. The Settlement Administrator shall file a declaration regarding the disbursement of
9 Settlement funds on or before 8/21/26, and the date for the Final Report
10 (Nonappearance) ~~Hearing~~ shall be set for 8/28/26 @ 9 a.m.. The declaration shall state
11 the date the checks were mailed, the total number of checks mailed to Settlement Class Members, the
12 number of checks that remain uncashed, the total value of those uncashed checks.

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15 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

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18 Dated: 02/04/2026

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20 Hon. William F. Highberger
21 Judge of the Superior Court of Los Angeles
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