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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KIYOKO S. DODSON, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

LEAFFILTER NORTH, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2023-01309066-CU-OE-CXC
Consolidated with Case No.: 30-2023-01332134

CLASS ACTION

*[Assigned for all purposes to the Hon. William
Claster, Dept. CX-101]*

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

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorney's
Fees and Costs; Declaration of James Clark in
Support Thereof; Declaration of Elizabeth
Botero Bravo in Support Thereof; and
Declaration of Kiyoko S. Dodson in Support
Thereof]*

MFA Hearing Information:

Date: August 7, 2026

Time: 9:00 a.m.

Dept.: CX-101

Complaint Filed: February 21, 2023

Trial Date: No Trial Date Set

[PROPOSED] ORDER AND JUDGMENT

Plaintiff KIYOKO S. DODSON's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorney's Fees and Costs with LEAFFILTER NORTH, LLC ("Defendant") came before this Court on August 7, 2026, at 9:00 a.m. in Department CX-101 of the Orange County Superior Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of James Clark in Support of Plaintiff's Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Apex Class Action, LLC, Representative Elizabeth Botero Bravo ("Admin Dec."), the Declaration of Kiyoko S. Dodson, and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All current and former employees employed by Defendant in California during the Class Period that were classified as exempt and, while classified as exempt, were paid less than twice the California minimum wage.

3. The "Class Period" is the period from February 21, 2019 through March 21, 2025.

4. For purposes of the Settlement, the Court designates named Plaintiff KIYOKO S. DODSON as Class Representative, and Lavi & Ebrahimi, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by

1 providing due and adequate notice of the proceedings and of the matters set forth therein to the
2 other class members. The notice fully satisfied the requirements of due process.

3 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
4 fair, reasonable and adequate, and that solely for the purposes of effectuating settlement, the
5 Settlement satisfies the standards and applicable requirements for final approval of this class action
6 settlement under California law, including the provisions of California Code of Civil Procedure
7 section 382 and California Rules of Court, Rule 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other
9 released party, nor is this Order and Judgment a finding of the validity of any allegations or of any
10 wrongdoing by Defendant or any other released party. Neither this Order and Judgment, the
11 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
12 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
13 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. No Class Members have disputed their Workweeks.

17 11. The Escalator Clause of the Settlement has not been triggered.

18 12. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Nine
19 Hundred Fifty Thousand Dollars and Zero Cents (\$950,000.00), and also fund the amounts
20 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
21 Administrator no later than thirty (30) days after the Effective Date. (Settlement, §§ 1.22, 4.3)

22 13. The Administrator will issue the following payments within fourteen (14) days after
23 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments, (c) the
24 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
25 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
26 Service Payment. (Settlement, § 4.4)

27 14. In addition to any recovery that the named Plaintiff may receive under the
28 Settlement, and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the

1 Court hereby approves the payment from the Gross Settlement Amount of a Service Payment to the
2 named Plaintiff in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00).

3 15. The Court approves the payment from the Gross Settlement Amount of attorneys'
4 fees to Class Counsel in the sum Three Hundred Sixteen Thousand Six Hundred Sixty Six Dollars
5 and Sixty Seven Cents (\$316,666.67), and the reimbursement of litigation expenses in the sum of
6 Twenty Thousand Dollars and Zero Cents (\$20,000.00). Each are reasonable amounts. The
7 reasonableness of the fee award is determined based on a reasonable percentage of a common fund
8 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
9 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
10 the class.

11 16. The Court approves and orders payment from the Gross Settlement Amount in the
12 amount of Two Thousand Nine Hundred Ninety Dollars and Zero Cents (\$2,990.00) to Apex Class
13 Action, LLC for performance of settlement administration services.

14 17. The Court approves and orders the allocation of Ninety Five Thousand Dollars and
15 Zero Cents (\$95,000.00) of the Gross Settlement Amount as PAGA Penalties.

16 18. The Court approves and orders payment of Seventy One Thousand Two Hundred
17 Fifty Dollars and Zero Cents (\$71,250.00) (75% of the PAGA Penalties) to the LWDA as the
18 LWDA PAGA Payment as 75% of the PAGA Penalties.

19 19. The Court approves and orders payment of Twenty Three Thousand Seven Hundred
20 Fifty Dollars and Zero Cents (\$23,750.00) (25% of the PAGA Penalties) to be distributed to
21 Aggrieved Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

- 22 20. In list form, the amounts approved and ordered paid are as follows:
- 23 a. Gross Settlement Amount ("GSA"): \$950,000.00
 - 24 b. PAGA Penalties: Total \$95,000.00, composed of:
 - 25 i. LWDA Payment: \$71,250.00 (75% of PAGA Penalties)
 - 26 ii. Aggrieved Employees: \$23,750.00 (25% of PAGA Penalties)
 - 27 c. Expected Deductions: Total \$344,656.67, composed of:
 - 28 i. \$5,000.00 - Class Representative Service Payment
 - ii. \$316,666.67 - Attorneys' Fees
 - iii. \$20,000.00 – Attorney's Costs
 - iv. \$2,990.00- Settlement Administration Costs

d. Net Settlement Amount: \$510,343.33 (GSA, minus PAGA Penalties, minus Expected Deductions)

21. Participating Class Members and Aggrieved Employees will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar day check cashing period.

22. Release by Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties ~~as follows: All Participating Class Members, on behalf of themselves and their~~ ^{per the terms of the Settlement Agreement.} respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint, under local, state and federal law, including but not limited to: (1) declaratory relief limited to the factual bases for declaratory relief plead in the Complaint, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all earned wage at time of separation, and (7) unfair and unlawful competition. Except as set forth in Section 5.2 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.

23. Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Aggrieved Employees will release claims against all

per the terms of the Settlement Agreement.

Released Parties as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Complaint and the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) declaratory relief limited to the factual bases for declaratory relief plead in the PAGA Complaint, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all earned wage at time of separation, and (7) unfair and unlawful competition. All Aggrieved Employees shall release the PAGA claims that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Complaint and the PAGA Notice, regardless of their decision to participate in the Settlement.

24. "Released Parties" means: Defendant and its parents, subsidiaries, owners, shareholders, affiliates, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past and present officers, directors, and employees), predecessors, successors, and assigns.

25. The "PAGA Period" means the period from February 21, 2022 through March 21, 2025.

26. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

27. This Court shall retain jurisdiction to administer, enforce, interpret, and effectuate the Settlement and Judgment.

28. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file, a final report with the Court regarding distribution of settlement funds by 2/26/27, indicating the disbursements were made pursuant to the settlement. A ~~distribution compliance hearing will be held on~~ _____

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 8-7-26

William D. Claster
Judge William D. Claster

[PROPOSED] ORDER AND JUDGMENT