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on behalf of himself and others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ANTHONY ANGLIN, an individual on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

ALLY ENTERPRISES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-23-100411

CLASS ACTION

Assigned for All Purposes To:
Hon. Bernard C. Barmann, Jr.

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; FINAL JUDGMENT**

Date: September 5, 2025
Time: 8:30 a.m.
Dept.: H

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9 on behalf of himself and others similarly situated
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1 and a variety of means to obtain additional information; provided Class Members with a full
2 opportunity and the means to seek exclusion; and described to Class Members the consequences
3 of remaining in the Action as opposed to seeking exclusion. A full opportunity has been afforded
4 to the Class Members to participate in the Final Approval Hearing, and all Class Members and
5 other persons wishing to be heard have been heard. Accordingly, the Court determines that all
6 Class Members are bound by this Order and Judgment. There are zero objections and zero requests
7 for exclusion from the class portion of the Settlement.

8 5. The Court has considered all relevant factors for determining the fairness of the
9 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
10 particular, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
12 adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement
13 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all
14 evidence presented, including evidence regarding the strength of the Plaintiff Anthony Anglin's
15 case; the risk, expense, and complexity of the claims presented; the likely duration of further
16 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
18 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
19 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
20 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
21 provisions of the Settlement Agreement.

22 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of
23 \$40,000 as compensation for all attorney time spent on this matter from inception through and
24 including the final Settlement Fairness Hearing and all other work related to this case and all
25 costs. The Court hereby approves reimbursement of costs of \$13,915.88 to Class Counsel.
26 Payment of costs to the Settlement Administrator in the amount of \$8,500 is hereby approved as
27 fair and reasonable. No other costs or fees relief shall be awarded, either against Defendant or any
28 other of the Released Parties, as defined in the Settlement Agreement.

1 7. The Court hereby approves Class Representative Service Award in the amount of
2 \$5,000 to Plaintiff Anthony Anglin in consideration and exchange for his contributions to the
3 Class, risks incurred, execution of a general release, and all other factors presented to the Court.
4 The Court finds this request fair and reasonable.

5 8. The Court hereby approves a PAGA penalty of \$10,000 with \$7,500 payable to the
6 Labor Workforce Development Agency (LWDA), as this request is fair and reasonable.

7 9. Upon entry of Judgment by the Court in accordance with the Settlement
8 Agreement, Plaintiff Anthony Anglin and the Class Members shall fully and finally release and
9 discharge the Releasees from the claims released in the Settlement.

10 10. The Court further confirms and finds that nothing contained in the Settlement
11 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
12 other Order entered in this action shall in any way or manner constitute an admission or
13 determination of liability by or against Defendant and each of its former and present directors,
14 officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns, with
15 respect to any of the claims and causes of action asserted by the Settlement Class or any member
16 thereof, and shall not be offered in evidence in any action or proceeding against Defendant, or any
17 other Released Parties in any court, administrative agency, or other tribunal for any purpose
18 whatsoever, other than to the extent necessary to enforce the provisions of the Settlement
19 Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the
20 obligation, responsibilities, or duties of Defendant under the Settlement Agreement and this Final
21 Order and Judgment.

22 11. By operation of the entry of this Order and Judgment, as of the Effective Date, the
23 parties and Settlement Class Members are ordered to perform their respective duties and
24 obligations under the Settlement Agreement.

25 12. If the Settlement does not become final and effective in accord with the terms of
26 the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void and
27 shall be vacated and, in such event, all orders entered, including but not limited to all releases
28 delivered in connection herewith, shall be null and void.

13. The date for the Final Report (Nonappearance) Hearing is _____, 2025. The deadline for the filing of a report concerning the amount of money distributed is _____, 2025.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Anthony Anglin and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Anthony Anglin, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: _____, 2025

Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court