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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA YOUNG, an Individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No. 23STCV07449

ASSIGNED FOR ALL PURPOSES TO:

Hon. Timothy Patrick Dillon

Department 15

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] FINAL JUDGMENT AND
ORDER APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: March 25, 2026

Time: 10:00 a.m.

Dept.: 15

Complaint filed: April 5, 2023

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1 Settlement Administrator complied fully with the requirements of due process, Rule 3.766 of
2 the California Rules of Court, and all other applicable laws.

3 5. The Settlement Agreement is not an admission by Defendant or by any other
4 Released Parties nor is this Order a finding of the validity of any allegations or of any
5 wrongdoing by Defendant or any other Released Parties. The “Released Parties” are defined to
6 mean Defendant PFT Alexander, Inc. and any of its former and present parents, corporate
7 members, subsidiaries, divisions, and affiliated companies, and their respective officers,
8 directors, employees, partners, shareholders, agents, insurers, successors, assigns, and legal
9 representatives. Neither this Order, the Agreement, nor any document referred to herein, nor
10 any action taken to carry out the Agreement, may be construed as, or may be used as, an
11 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
12 Defendant or any of the Released Parties.

13 6. There were no objections to the settlement nor any Requests for Exclusion. All
14 Class Members who did not submit a valid Request for Exclusion are bound by this Final
15 Approval Order and by the terms of the parties’ Agreement, including releases provided for in
16 the Settlement and this Final Approval Order. As of the effective date of Settlement, by
17 operation of the entry of this Final Approval Order, each Settlement Class Member, including
18 Plaintiff, shall be deemed to have fully released, waived, relinquished and discharged, to the
19 fullest extent permitted by law, all Released Claims that he or she may have against the
20 Released Parties. Class Members are enjoined from prosecuting the Released Claims, and are
21 enjoined from initiating or continuing other proceedings regarding the Released Claims, as
22 provided in the Agreement. Effective on the date the Settlement is fully funded, Plaintiff and all
23 Class Members will fully, finally and forever release, settle, compromise, relinquish, and
24 discharge Defendant and all of the Released Parties from any and all claims, rights, demands,
25 liabilities, and causes of action of every nature and description, arising from April 5, 2019
26 through the Class Period End Date, including statutory, contractual, or common law claims for
27 wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs,
28 restitution, or equitable relief – whether asserted under the California Labor Code, Business

1 and Professions Code §§ 17200 et seq., the applicable wage orders at California Code of
2 Regulations, Title 8, Section 11000 et seq., or otherwise – that were or could have been alleged
3 based on the factual allegations in Plaintiff’s operative Complaint herein, including but not
4 limited to: (a) any and all claims for failure to provide meal periods and/or to pay meal
5 premiums in lieu thereof as required under Labor Code sections 512 and 226.7; (b) any and all
6 claims for failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu
7 thereof as required under Labor Code section 226.7; (c) any and all claims for unpaid overtime,
8 minimum wages or regular wages, including but not limited to claims alleging failure to pay for
9 “off the clock” work, and/or failure to pay overtime under Labor Code sections 510(a), 1194,
10 1197 and 1198; (d) any and all claims for failure to keep accurate payroll records under Labor
11 Code section 1174; (e) any and all derivative claims arising from the claims listed above in
12 subparagraphs (a) through (d) for failure to furnish accurate itemized wage statements in
13 accordance with Labor Code section 226, and including any associated claims for penalties
14 under Labor Code section 226(e); (f) any and all derivative claims arising from the claims
15 listed above in subparagraphs (a) through (d) for failure to provide wages when due upon
16 separation of employment under Labor Code sections 201-203; (g) any and all claims for
17 violation of the Unfair Competition Law (Bus. & Prof. Code § 17200 et seq.), and (h) any and
18 all claims for attorneys’ fees and costs. This release excludes PAGA penalties, which are
19 released as provided in paragraph 10, below, and section 1.33(b) of the Settlement Agreement.

20 7. Settlement Class Members were given a full opportunity to participate in the
21 Final Approval hearing, and all Settlement Class Members and other persons wishing to be
22 heard have been heard. All Class Members, but those who submitted a valid Request for
23 Exclusion, are bound by this Order.

24 8. The Court has considered all relevant factors for determining the fairness of the
25 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
26 particular, the Court finds that the Settlement was reached following meaningful discovery and
27 investigation; that the settlement is the result of serious, informed, adversarial and arm’s-length
28 negotiations between the parties; and that the terms of the settlement are in all respect fair,

adequate, and reasonable.

9. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of Plaintiff's counsel.

10. The settlement of civil penalties under the Private Attorneys General Act ("PAGA") in the amount of \$11,250.00 is hereby approved. Seventy-Five Percent (75%) or \$8,437.50, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$2,812.50, will be distributed to the PAGA Settlement Class. Effective on the date the Settlement is fully funded, Plaintiff, as agent and proxy of the State of California, and the State of California (including the LWDA), acting on behalf of the PAGA-Eligible Employees, shall release Defendant and all the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from April 5, 2019 through the Class Period End Date, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 et seq., the applicable wage orders at California Code of Regulations, Title 8, Section 11000 et seq., or otherwise – that were or could have been alleged based on the factual allegations in Plaintiff's operative Complaint herein, including but not limited to: (a) any and all claims for failure to provide meal periods and/or to pay meal premiums in lieu thereof as required under Labor Code sections 512 and 226.7; (b) any and all claims for failure to authorize and permit rest breaks and/or to pay rest break premiums in lieu thereof as required under Labor Code section 226.7; (c) any and all claims for unpaid overtime, minimum wages or regular wages, including but not limited to claims alleging failure to pay for "off the clock" work, and/or failure to pay overtime under Labor Code sections 510(a), 1194, 1197 and 1198; (d) any and all claims for failure to keep accurate payroll records under Labor Code section 1174; (e) any and all derivative claims

1 arising from the claims listed above in subparagraphs (a) through (d) for failure to furnish
2 accurate itemized wage statements in accordance with Labor Code section 226, and including
3 any associated claims for penalties under Labor Code section 226(e); (f) any and all derivative
4 claims arising from the claims listed above in subparagraphs (a) through (d) for failure to
5 provide wages when due upon separation of employment under Labor Code sections 201-203;
6 (g) any and all claims for violation of the Unfair Competition Law (Bus. & Prof. Code § 17200
7 et seq.), and (h) any and all claims for attorneys' fees and costs. It is the intent of the Parties
8 that, to the fullest extent permitted by law, the PAGA-Eligible Employees will be deemed to
9 have released all such PAGA claims arising between April 5, 2022 and July 30, 2024. The
10 "PAGA-Eligible Employees" are defined as "all individuals who are or were employed by
11 Defendant as non-exempt employees in California between April 5, 2022 and July 30, 2024."

12 11. The Court hereby finds the Settlement Payments provided to Settlement Class
13 Members under the terms of the Settlement to be fair and reasonable in light of all the
14 circumstances. The Court, therefore, orders the calculations and payments to be made and
15 administered in accordance with the terms of the Agreement.

16 12. The Court finds that the services provided by the Settlement Administrator were
17 for the benefit of the Class, and the cost of \$3,773.88 is fair, reasonable, and appropriate for
18 reimbursement. The Court approves payment to Phoenix Settlement Administrators for
19 administration fees, which include all costs and fees incurred to date, as well as estimated costs
20 and fees involved in completing the administration of the Settlement.

21 13. The Court confirms Isam C. Khoury, Michael D. Singer and Maggie K. Realin
22 of Cohelan Khoury & Singer and David R. Markham and Lisa R. Brevard of The Markham
23 Law Firm be appointed as Class Counsel in this action.

24 14. The Court finds that Class Counsel have the sufficient experience, knowledge,
25 and skill to promote and safeguard the interests of the Class. The Court therefore finds that
26 Plaintiff's counsel satisfies the professional and ethical obligations of Class Counsel.

27 15. The Court further approves an award of attorneys' fees of \$75,000.00. The
28 Court finds that this amount is supported by both the application of the percentage fee and the

lodestar-plus-multiplier methods for awarding reasonable attorneys' fees.

16. In the course of this litigation, Class Counsel incurred \$7,500.00 in litigation costs including in the form of court filing fees, mediation fees and costs, research and delivery charges. The Court approves the reimbursement to Class Counsel for the litigation expenses pursuant to the terms of the Agreement.

17. The Court finds that Cheterra Young is a suitable representative for the Settlement Class and is hereby appointed as Class Representative. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and her interests are aligned with those of the Settlement Class.

18. The Court finds the Service Payment in the amount of \$10,000.00 to Plaintiff Cheterra Young is fair and reasonable compensation based upon the evidence presented regarding the services provided and risks incurred by Plaintiff in assisting Class Counsel.

19. Without affecting the finality of this Final Approval Order, the Court reserves continuing and exclusive jurisdiction over the parties to the Settlement, including Defendants, Plaintiff, and Settlement Class Members, to administer, supervise, construe and enforce the Settlement in accordance with its terms.

20. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.796(h).

21. A Final Accounting Compliance Hearing is set for December 11, 2026 at 10:00 a.m. in Department 15, at which time the Court will consider evidence that the distribution process is complete and the final accounting approved.

IT IS SO ORDERED.

Dated: _____

Honorable Timothy Patrick Dillon
Judge of the Superior Court