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on behalf of himself and all others similarly situated

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

DAVID T. ATKINS, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

GODADDY.COM, LLC. a Delaware
limited liability company; GODADDY
MEDIA TEMPLE, INC. a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23STCV23396

Assigned for All Purposes To:
Hon. William F. Highberger
Dept.: 10

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: September 9, 2025
Time: 10:30 a.m.
Dept.: 10

Complaint Filed: September 26, 2023
First Amended Complaint: November 27, 2023
Trial Date: None Set

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Plaintiff David T. Atkins (“Plaintiff”), individually and on behalf of the Class, and GoDaddy.com LLC and GoDaddy Media Temple, Inc. (“Defendants”) have entered into a class action and PAGA settlement, the terms and conditions of which are set forth in the parties’ Class and PAGA Action Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

Plaintiff's motion for an order preliminarily approving the settlement of this action, approving the form notice of settlement, and setting a final approval hearing ("Motion") came on for hearing in Department 10 of this Court on _____.

This Court, having fully considered Plaintiff's Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Final Order and Judgment should be entered in this action based upon the Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND
APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate:

“all non-exempt, hourly individuals that worked for Defendants in California during the Class Period (September 26, 2019, through April 30, 2025).”

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the range of possible approval at the final approval hearing.

3. The Court preliminarily finds, for settlement purposes only, that the Class meets

1 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
2 the absence of class certification and settlement, each individual Class Member would have to
3 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
4 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
5 Members' claims all arise from the same alleged events and course of conduct, and are based on the
6 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
7 same interests as all members of the Class, and is represented by experienced and competent
8 counsel.

9 4. The Court further finds, preliminarily and for settlement purposes only, that common
10 issues predominate over individual issues in this litigation and that class treatment is superior to the
11 other means of resolving this dispute. Employing the class device here will not only achieve
12 economies of scale for Class Members with individual claims, but also conserve the resources of
13 the judicial system and preserve public confidence in the integrity of the system by avoiding the
14 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
15 adjudications of similar issues and claims.

16 5. For settlement purposes only, the Court finds that Plaintiff is an adequate class
17 representative and appoint her as such. The Court further finds that Emil Davtyan, David Yeremian,
18 Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc., have adequately represented
19 Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

20 6. The Court appoints Apex Class Action LLC to perform the duties of Administrator
21 for the purpose of issuing the Class Notice and administering the Settlement.

22 7. The Court recognizes that certification under this Order is for *settlement purposes*
23 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
24 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
25 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
26 should the proposed Settlement Agreement not be granted final approval.

27 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

28 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to

1 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
2 appears to be within the range of reasonableness of a settlement that could ultimately be given final
3 approval by this Court. It appears to the Court on a preliminary basis that:

4 a. The settlement amount is fair and reasonable to all Class Members when
5 balanced against the probable outcome of further litigation relating to liability and damages issues;

6 b. Extensive and costly investigation and research have been conducted such
7 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

8 c. Settlement at this time will avoid additional substantial costs, such as those
9 that have already been incurred by both parties, as well as avoid the delay and risks that would be
10 presented by the further prosecution of this litigation; and

11 d. The proposed settlement has been reached as the result of intensive, serious,
12 and non-collusive arm's-length negotiations.

13 9. The Court further approves the following representative group of employees as
14 governed by the Settlement Agreement with respect to the PAGA claim:

15 "all non-exempt, hourly individuals that worked for Defendants in California during
16 the PAGA Period (September 26, 2022, through April 30, 2025.)"

17 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
18 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
19 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
20 § 2699(l)(2).

21 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
22 object to, the PAGA Settlement.

23 12. If the Court does not grant final approval of the Settlement Agreement, approval of
24 the PAGA Settlement will be vacated.

25 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

26 **AND TIMELINE FOR SENDING CLASS NOTICE**

27 13. This Court finds that the Class Notice fairly and adequately advises the potential
28 Class Members of the terms of the Settlement and the process for the Class Members to obtain the

1 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
2 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
3 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
4 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
5 Class Member at their last known address comports with all constitutional requirements, including
6 those of due process under the United States and California constitutions, and meets the
7 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
8 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

9 14. The Administrator shall, as soon as practicable, but no later than
10 _____, cause the Class Notice to be mailed by first class mail to all
11 known members of the Class certified by this Court in this action to the most recent address in
12 Defendants' business records for each known member of the Class. The mailing of the Class Notices
13 directed in this Order constitutes the best notice practicable under the circumstances and sufficient
14 notice to all members of the Class.

15 15. The costs of settlement administration, including the cost of printing and mailing the
16 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
17 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
18 Settlement Agreement.

19 16. Each member of the Class who wishes to be excluded from the Class must submit a
20 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
21 Member who does not submit a timely request to be excluded from the Settlement consistent with
22 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
23 even if such Class Member has previously initiated or subsequently initiates individual litigation
24 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
25 Settlement Agreement.

26 **OBJECTIONS TO SETTLEMENT**

27 17. Any member of the Class who has not timely elected to be excluded from the Class
28 ("Participating Class Member"), and who wishes to object to the fairness, reasonableness, or

1 adequacy of the Settlement Agreement or the proposed settlement, or to the award of attorneys' fees
2 and costs, shall provide to the Settlement Administrator a written statement of the objection, as well
3 as the specific reasons, if any, for each objection. The Administrator will promptly transmit any
4 objections it receives to Class Counsel and Defendants' counsel.

5 18. All written objections must be signed by the Participating Class Member or the
6 Participating Class Member's representative and include the information specified in the Class
7 Notice.

8 19. A Participating Class Member may appear either in person or through personal
9 counsel at the Final Hearing to object to the Settlement. If represented by personal counsel, the
10 counsel will be hired at the Participating Class Member's expense.

11 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
12 of any and all objections or written requests for exclusion that come into their possession.

13 **FINAL APPROVAL FAIRNESS HEARING**

14 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
15 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 10 of this Court
16 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
17 this action is fair, reasonable and adequate and should be finally approved. The Court will also
18 consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and class
19 representative service award to Plaintiff should be granted and, if so, in what amounts.

20 22. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
21 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
22 fees, litigation costs, and service award no later than 16 court days prior to the Final Hearing. After
23 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the
24 Settlement Agreement that will adjudicate the rights of all Class Members.

25 23. All discovery and other pretrial proceedings in this action are stayed and suspended
26 until further order of this Court, except such actions as may be necessary to implement the
27 Settlement Agreement and this Order.

28 24. If, for any reason, the Court does not grant final approval of the Settlement, all

1 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
2 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2025

6 Honorable William F. Highberger
7 JUDGE OF THE SUPERIOR COURT
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