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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

JESSICA TEPPER on behalf of herself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

CHARLES & CYNITHA EBERLY,
INC. DBA THE EBERLY COMPANY;
and DOES 1-100,

Defendants.

Case No. 30-2024-01371238-CU-OE-CXC

*[Assigned for All Purposes to the
Honorable William D. Claster; Dept. CX101]*

**REVISED [PROPOSED] ORDER
GRANTING PLAINTIFF JESSICA
TEPPER’S MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: June 18, 2025

Time: 9:00 a.m.

Reservation No.: 74569019

Complaint Filed: January 4, 2024

1 **ORDER**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the “Action”); and

4 WHEREAS, the Court has considered the motion by Plaintiff Jessica Tepper (“Plaintiff”)
5 for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and
6 Settlement Agreement (the “Settlement Agreement”). The Court understands that the Settlement
7 Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the
8 Action with prejudice. Based on a review of the submissions by the Parties, and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The Court finds the Parties’ settlement is “fair, reasonable, and adequate in view of
14 PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize
15 enforcement of state labor laws.” *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

16 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
17 Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

18 4. The Aggrieved Employees are defined as follows: All non-exempt salaried property
19 managers who worked for Defendant The Eberly Company in California at any time from October
20 20, 2022, to November 23, 2024.

21 5. The Court hereby approves of the payment of attorneys’ fees to Plaintiff’s Counsel
22 in the sum of \$66,660, or 33.33% of the Gross Settlement Amount. The Court finds this amount
23 to be a reasonable result in light of the quality of the result obtained, the work performed by
24 counsel, and the estimated lodestar. In approving this amount, the Court is not approving any
25 particular hourly billing rates proposed by counsel.

26 6. The Court hereby approves the payment of litigation costs to Plaintiff’s Counsel in
27 the amount of \$15,277.02, representing the full amount sought.

28 7. The Court hereby approves of the PAGA Representative Payment of \$5,000 to

1 Plaintiff Jessica Tepper.

2 8. The Court hereby approves of the payment in the amount of \$1,500 to APEX Class
3 Action LLC, for performance of its settlement administration services.

4 9. Taking the above distributions into account, from the Gross Settlement Amount of
5 \$200,000, \$111,562.98 remains to be distributed as provided under PAGA. This amount shall be
6 allocated 75% to the LWDA and 25% to the Aggrieved Employees.

7 10. The Court approves of the notice attached to the Addendum to the Settlement
8 Agreement as Exhibit A. The Court orders that this notice be mailed out to Aggrieved Employees
9 with their settlement checks. This notice shall be mailed in English. The font size in the actual
10 notice may not be smaller than the font size in Exhibit A to the Addendum to the Settlement
11 Agreement.

12 11. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed
13 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including
14 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged
15 the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are
16 permanently barred and enjoined from the institution or prosecution of all Released Claims
17 against the Released Parties.

18 a. The Released Parties are: “Defendants including their past, present, and
19 future divisions, affiliates, parents, subsidiaries, predecessors, successors,
20 assigns, members, shareholders, owners, officers, directors, employees,
21 agents, trustees, attorneys, representatives, administrators, fiduciaries,
22 beneficiaries, subrogees, executors, partners, and privies.”

23 b. The Released Claims are: “Each PAGA Aggrieved Employee shall fully
24 release and discharge Defendant and the Released Parties from any and all
25 claims for civil penalties under PAGA that were alleged or could have been
26 alleged based on the claims, facts, and/or allegations contained in operative
27 Complaint and in the PAGA Notice submitted by Plaintiff to the LDWA.
28 The release shall be for the PAGA Period.” The PAGA Period is October

20, 2022, to November 23, 2024.

12. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

13. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

14. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

15. The administrator is to file a declaration no later than _____ to confirm that the distribution of funds to Aggrieved Employees is complete. Upon receipt of the administrator's declaration, the Court will determine whether further briefing or a hearing is necessary.

JUDGMENT

16. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

17. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the Released Claims as those terms are respectively defined in the Settlement Agreement, and are forever barred and enjoined from prosecuting such released claims against the Releasees.

18. Without affecting the finality of the Final Order and/or this Judgment, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved Employees, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

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19. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order and Judgment on the settlement administrator’s website for a period of sixty (60) days.

Dated: _____

Honorable William D. Claster