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10 Attorneys for Plaintiff,
11 MARTA MACDONALD

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SACRAMENTO

14 MARTA MACDONALD, individually, and on
15 behalf of other members of the general public
16 similarly situated, and as an Aggrieved
Employee pursuant to the Private Attorneys
General Act ("PAGA"),

17 Plaintiff,

18 vs.

19 METAVERSE MOD SQUAD, DBA
20 MODSQUAD, INC., a California corporation;
21 and DOES 1 through 10, inclusive,

22 Defendants.
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Case No.: 24CV001112

[Assigned for all purposes to the Hon. Jill Talley,
Dept. 23]

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Dept: 23
Date: October 3, 2025
Time: 9:00 a.m.

FILED
Superior Court of California
County of Sacramento
10/23/2025
T. Shaddix, Deputy

1 ~~PROPOSED~~ ORDER

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
4 Enhancement Payments (collectively, the "Motions").

5 Due and adequate notice having been given to Class Members as required by the Court's
6 Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the
7 settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE**
8 appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
13 Class Action and PAGA Settlement Agreement (collectively, "Settlement Agreement" or "Settlement"),
14 together with the definitions and terms used and contained therein.

15 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
16 parties to the action, including all members of the Settlement Class.

17 4. The Class Notice fully and accurately informed Class Members of all material elements
18 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
19 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
20 with the laws of the State of California and due process. The Class Notice fairly and adequately
21 described the settlement and provided Class Members with adequate instructions and a variety of means
22 to obtain additional information.

23 5. Class Members were given a full opportunity to participate in the Final Approval
24 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
25 Court determines that all Class Members who did not timely and properly opt out of the settlement are
26 bound by this Order.

27 6. The Court has considered all relevant factors for determining the fairness of the
28 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. The Settlement Agreement is not an admission by Defendant or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
22 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25 whatsoever by or against Defendant or any of the other Released Parties.

26 10. Final approval shall be with respect to: All former and current hourly-paid or non-
27 exempt employees in California who were classified as a non-exempt employee and worked for
28 Defendants from January 25, 2020 to November 15, 2024 (this definition is hereinafter referred to "Class

Members”).

11. Plaintiff Marta MacDonald is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. 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 that their interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment and General Release Payment of a total of \$10,000, for her service on behalf of the Settlement Class, and for agreeing to general releases of all claims arising out of their employment with Defendant.

13. The Court finds that the Arnab Banerjee of Banner Law Group, P.C. and C. Genevieve Jenkins of Excelsis Law, P.C. have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints them as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA Members.

15. The Court hereby awards \$91,666.67 in attorneys’ fees and \$8,031.38 in costs and expenses to Banner Law Group, P.C. and Excelsis Law, P.C.. The Court finds that the requested award of attorneys’ fees is reasonable for a contingency fee in a class action such as this – *i.e.*, one-third of the common fund created by the settlement.

16. The Court approves settlement administration costs and expenses in the amount of \$5,950 to Phoenix Class Action Administration Solutions.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court’s Order shall be forever binding on all Participating Class Members. These Participating Class Members have

released and forever discharged the Released Parties for any and all Released Class Claims, as defined in the Settlement Agreement, and specifically:

All claims under state, federal, or local law, arising during the Class Period out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (2) failure to provide accurate, itemized wage statements and records regarding sick pay under Labor Code Sec. 226 and 247.5; and (3) violation of California's unfair competition law under Business and Professions Code Sec. 17200 based on the aforementioned.

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period and specifically:

All claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, et seq., pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Notice and only to the extent that they are expressly pleaded in the Action, including but not limited to violations of California Labor Code Sections 96(k), 98.6(b), 226, 232, 233, 234, 247.5, 246, 232.5, 558, 558.1, 1197.5 (k), and 2802, and violations of the California Industrial Welfare Commission (IWC) Wage Orders arising during the PAGA Period as to the Aggrieved Employees (Released PAGA Claims).

19. The Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Participating Settlement Members, for purposes of enforcing the terms of the Judgment entered herein.

20. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than June 11, 2026.

21. A Settlement Compliance Hearing is hereby set for **June 26, 2026 at 10:30 a.m.**

22. Plaintiff shall give notice of this Order to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order on the Settlement Administrator's website.

1 **IT IS SO ORDERED.**

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3 Dated: 10/23/2025



Jilly Talley

Hon. Jilly Talley

Sacramento County Superior Court Judge