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Attorneys for Plaintiff TIMOTHY COOPER,
on behalf of himself and others similarly situated

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

TIMOTHY COOPER, an individual on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

THE MIDNIGHT MISSION, a California
nonprofit corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24STCV01250

CLASS ACTION

Assigned for All Purposes To:
Hon. Kristin S. Escalante
Dept.: 2

~~**PROPOSED ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**~~

Hearing Date: November 18, 2025
Time: 8:30 a.m.
Department: 2

RES ID: 940597992131

FILED
Superior Court of California
County of Los Angeles

12/04/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Garcia Deputy

On November 18, 2025 at 8:30 a.m. in Department 2, Plaintiff Timothy Cooper (“Plaintiff”)’s unopposed Motion for Approval of the PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiff, on behalf of himself, the State of California and all aggrieved employees (the “Aggrieved Employees”), and The Midnight Mission (“Defendant”), came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This ^{Judgment}~~Order~~ hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former hourly-paid, employees employed by The Midnight Mission throughout California any time during the PAGA Period, which is January 17, 2023 to February 10, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$270,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties

1 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

2 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
3 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
4 the notice requirements of California Labor Code § 2699.

5 5. Upon the Effective Date, Plaintiff, the State of California and the Aggrieved
6 Employees shall be bound by the following release set forth in the Settlement Agreement:

7 Release by Plaintiff, Aggrieved Employees and the LWDA:

8 Plaintiff, Aggrieved Employees, and the LWDA are deemed to fully and finally
9 release and discharge Released Parties from the Released PAGA Claims that have arisen
during the PAGA Period.

10 "Released Parties" means Defendant and each of its former and present directors, officers,
11 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates.

13 "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged,
14 or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaints
15 in the Action, and/or the PAGA Notices including, but not limited to, any and all claims involving
16 (a) any failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c)
17 failure to provide meal periods (including failure to pay meal period premiums); (d) failure to
18 provide rest periods (including failure to pay rest period premiums) (e) failure to provide accurate
19 itemized wage statements; (f) failure to timely pay wages including wages due upon termination;
20 (g) failure to maintain accurate records; (h) failure to provide reimbursable expenses; (i) failure to
21 produce requested employment records; (j) failure to provide required sick days; (k) violation of
22 Business & Professions Code 17200 et seq.; and (l) any and all statutes and regulations referenced
23 in the Complaints or PAGA Notices.

24 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
25 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
26 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
27 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The Settlement
28 Agreement represents a compromise and settlement of highly disputed claims. Defendant denies

all liability in the Action. Representative treatment of the Aggrieved Employees also is for settlement purposes only.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$94,500.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$17,844.96**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Apex Class Action, LLC ("Apex") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$5,000.00** to Apex as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$152,655.04** shall be allocated as follows: 75% (**\$114,491.28**) will be paid to the LWDA and the remaining 25% (**\$38,163.76**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

15. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall

1 have full equitable and collateral estoppel and res judicata effect and be final and binding upon
2 Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims.

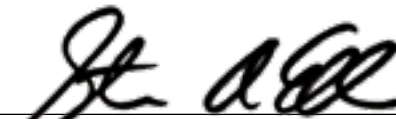
3 16. This Judgment is intended to be a final disposition of the above-captioned action in
4 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
5 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

6 17. As the Judgment is consistent with the terms of the Settlement Agreement, the
7 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
8 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
9 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
10 waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is
11 not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the
12 Settlement Agreement will be suspended until such time as the appeal is finally resolved and the
13 Judgment becomes final.

14 **IT IS SO ORDERED.**

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16 DATED: 12/04/2025 ~~2025~~



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18 Hon. Kristin S. Escalante
19 Judge of the Superior Court
20 Steven A. Ellis / Judge
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