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By Superior Court of California, County of San Mateo

ON 10/10/2025

By /s/ Nelson, Ashlee

Deputy Clerk

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Rose Sorial (SBN 271382)
r.sorial@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Arianna Razi (SBN 356930)
a.razi@d.law
450 N Brand Blvd, Suite 840
Glendale, CA 91203
Telephone: (818) 962- 6465
Facsimile: (818) 962-6469

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9/30/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Attorneys for Plaintiff William R. R. Little,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

WILLIAM R. R. LITTLE, an individual, on
behalf of himself and others similarly situated,

Plaintiff,

vs.

STARVISTA, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24-CIV-00279

CLASS ACTION

Assigned for All Purposes

Hon. Nicole S. Healy

Dept.: 28

NH

**AMENDED [~~PROPOSED~~] ORDER AND
FINAL JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: October 1, 2025

Time: 2:00 p.m.

Dept.: 28

Original Complaint Filed: January 16, 2024

First Amended Complaint Filed: March 21, 2024

Trial Date: None Set

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1 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject
2 matter of this proceeding and all Parties to this proceeding, including all Class Members. In addition,
3 the Court has personal jurisdiction over all Class Members with respect to the Action and the
4 Settlement.

5 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
6 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
7 including individual notice to all Class Members who could be identified through reasonable effort,
8 and the best notice practicable under the circumstances. The Class Notice provided due and adequate
9 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including
10 the proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the
11 requirements of California law, the California and United States Constitutions (including the Due
12 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
13 rule 3.766, and any other applicable law. Consistent with the Preliminary Approval Order, the Class
14 Notice also provided due and adequate notice to Class Members of their right to exclude themselves
15 from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

16 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
17 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
18 reference, the Court finds the Settlement was entered into in good faith and further finds that the
19 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
20 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for
21 final approval of this class action Settlement under California law, including the provisions of
22 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
23 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
24 4 Cal. 3d 800, 821 (1971).

25 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
26 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
27 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
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1 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
2 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
3 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
4 settlement proceeds among the Participating Class Members, and the fact that a settlement
5 represents a compromise of the Parties' respective positions rather than the result of a finding of
6 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
7 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
8 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.
9 The Court makes final its earlier provisional certification of the Settlement Class, as set forth in the
10 Preliminary Approval Order.

11 7. The Release Effective Date occurs before the Effective Date and is the date the Court
12 enters Judgment, or if there is an objector, the date after any appeal period has passed, or if a timely
13 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues
14 a remittitur, and when, alternatively, Defendant has made the First Payment if the Administrator
15 determines that the entirety of the Individual Class Payments and the Individual PAGA Payments
16 can be funded by the First Payment and funding of the same is issued after the First Payment, or,
17 otherwise, after Defendant has made the Second Payment and the Gross Settlement Agreement is
18 fully funded with the Administrator disbursing the Gross Settlement Amount in its entirety after the
19 Second Payment.

20 8. As of the Release Effective Date, all Participating Class Members will release the
21 Released Parties from the "Released Class Claims" as defined in the Settlement Agreement and all
22 Aggrieved Employees shall be deemed to have released the Released Parties from the Released
23 PAGA Claims as defined in the Settlement Agreement.

24 9. Out of the total of 405 Class Members who were sent the Class Notice, zero Class
25 Members objected and only three Class Members opted out of the Settlement.

26 10. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
27 adequately represented the Class for purposes of entering into and implementing the Settlement.
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1 11. The Court finds the \$425,000.00 Gross Settlement Amount provided for under the
2 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
3 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
4 following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of
5 \$127,500.00 to Class Counsel; (2) a Class Counsel Litigation Expenses Payment of \$17,544.61 for
6 reimbursement of actual costs incurred by Class Counsel; (3) Class Representative Service Payment
7 of \$5,000.00 to Plaintiff; (4) an Administration Costs payment of \$9,887.20 for the Administrator;
8 and (5) PAGA Penalties, consisting of \$30,000.00, with a LWDA PAGA Payment of \$22,500.00 to
9 the Labor and Workforce Development Agency and \$7,500.00 to Aggrieved Employees to be
10 distributed on a pro-rata basis as Individual PAGA Payments.

11 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
12 set forth in Class Counsel's application, an award of Class Counsel Fees Payment in the amount of
13 \$127,500.00 and an award of Class Counsel Litigation Expenses Payment in the amount of
14 \$17,544.61 as final payment for and complete satisfaction of any and all attorneys' fees and costs
15 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's
16 request falls within the range of reasonableness and that the result achieved justifies the award and
17 that the requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment
18 and a Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross
19 Settlement Amount in accordance with the terms of the Settlement Agreement.

20 13. The Court finds and determines that the Class Representative Service Payment to
21 Plaintiff, William Little, in the sum of \$5,000.00, in consideration for his service as the Class
22 Representative is fair and reasonable. The Court hereby grants final approval to and orders that the
23 payment of the Class Representative Service Payment be paid as provided by the Settlement
24 Agreement.

25 14. The Court further approves the payment of Administration Costs of \$9,887.20 to
26 Apex Class Action, to cover the costs of administration as provided for in the Settlement Agreement.
27 The payment authorized by this paragraph shall be made in accordance with the terms of the
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1 Settlement Agreement.

2 15. The Court further finds that the Parties' proposed settlement of the claims brought
3 under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, is fair,
4 reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce
5 Development Agency ("LWDA") and will fully and adequately comply with the notice
6 requirements of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA
7 claims pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this
8 portion of the settlement as set forth in the Settlement Agreement, including the LWDA PAGA
9 Payment and Individual PAGA Payment.

10 16. The Court also approves a payment of PAGA Penalties of \$30,000.00 for claims
11 asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties
12 (\$22,500.00) paid to the California Labor and Workforce Development Agency ("LWDA PAGA
13 Payment") and the other 25% (\$7,500.00) to be paid to the Aggrieved Employees ("Individual
14 PAGA Payment"). The PAGA Penalties are included in, and shall come from, the Gross Settlement
15 Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in accordance with
16 the terms of the Settlement Agreement.

17 17. The "Net Settlement Amount" means the Gross Settlement Amount, less the
18 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
19 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
20 Counsel Litigation Expenses Payment, the Administration Cost payment, and all employee side
21 taxes arising from the payments made under this Settlement. The remainder is to be paid to
22 Participating Class Members as Individual Settlement Payments on a pro rata basis.

23 18. The Court finds the settlement payments from the Net Settlement Amount provided
24 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
25 orders the calculations and the payments to be made and administered to the Participating Class
26 Members in accordance with the terms of the Settlement Agreement. The settlement payments
27 authorized by this paragraph shall be made in accordance with the terms of the Settlement
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1 Agreement. It is also ordered that, after 180 days from the date of distribution of Individual Class
2 Payments and/or Individual PAGA Payments, the funds from any uncashed and voided checks will
3 be tendered to the California Controller's Unclaimed Property Fund.

4 19. The Court sets a non-appearance date for submission of a final report for March 26,
5 2026.

6 20. Defendant shall not be required to pay any additional amounts in connection with the
7 Settlement other than those amounts specifically set forth in the Settlement Agreement.

8 21. The terms of the Settlement Agreement and this Order and Final Judgment are
9 binding on the Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
12 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the
13 extent those claims, lawsuits or other proceedings assert released claims in the Settlement
14 Agreement.

15 22. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other
16 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order
17 and Final Judgment) is, may be construed as, or may be used as, an admission or concession by or
18 against the Defendant or the Released Parties of the validity of any claim or any actual or potential
19 fault, wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any
20 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
21 admission or concession as to the Defendant's denials or defenses and shall not be offered or
22 received in evidence in any action or proceeding against any party in any court, administrative
23 agency or other tribunals for any purpose whatsoever, except as evidence of the settlement or to
24 enforce the provisions of this Order and Final Judgment and the Settlement Agreement; *provided,*
25 *however,* that this Order and Final Judgment and the Settlement Agreement may be filed in any
26 action against or by the Defendant or the Released Parties to support a defense of *res judicata*,
27 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
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1 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

2 23. Accordingly, the Court enters this judgment consistent with the above and the
3 Parties' Settlement Agreement.

4 24. There is no reason to delay the enforcement of this Order and Final Judgment.

5 25. Without affecting the finality of the Settlement and this Order and Final Judgment,
6 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
7 jurisdiction over the above-captioned action and the Parties, including all Participating Class
8 Members, relating to the Action and the administration, consummation, enforcement and
9 interpretation of the Settlement Agreement, this Order and Final Judgment, and for any other
10 necessary purpose.

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

14
15 **IT IS SO ORDERED.**

16
17 Dated: October __, 2025

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SIGNED

By /s/ Healy, Nicole

10/10/2025

Hon. Nicole S. Healy
Judge of the Superior Court