

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com

Attorneys for Plaintiff SEMAJ GRAHAM

Roman Shkodnik (State Bar No. 285152)
Mason Doidge (State Bar No. 352604)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
R.Shkodnik@d.law
M.Doidge@d.law

Attorneys for Plaintiff DARREN REVELES

FILED
Superior Court of California
County of Los Angeles

04/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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

SEMAJ GRAHAM as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV19351

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

Date: March 30, 2026

Time: 10:00 a.m.

Dept.: 7

Action Filed: August 2, 2024

Trial Date: None Set

1 This matter is before the Court for an order granting final approval of the settlement set
2 forth in the Class Action and PAGA Settlement Agreement and Class Notice, as amended
3 (“Settlement Agreement” or “Agreement”). On March 17, 2026, the Court issued a Tentative
4 Ruling, which the Parties did not contest and which the Court adopted as its final ruling. The
5 Court’s tentative ruling is attached as **Exhibit 1** to this Order. Due and adequate notice having
6 been given to the Class Members as required in the Preliminary Approval Order, and the Court
7 having considered all papers filed and proceedings had herein and otherwise being fully
8 informed of the premises and good cause appearing therefor, it is ORDERED, ADJUDGED
9 AND DECREED that:

10 1. Plaintiffs Semaj Graham’s and Darren Reveles’ (together, “Plaintiffs” or the
11 “Class Representatives”) Motion for Final Approval of Class and Representative Action
12 Settlement is hereby granted. All terms used herein shall have the same meaning as defined in
13 the Settlement Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation and over all
15 parties to this litigation, including Plaintiffs and Defendants 4283929 Delaware LLC dba West
16 Coast Pet Memorial Services and Gateway Services Inc. (“Defendants”), all Class Members, and
17 all Aggrieved Employees.

18 3. Distribution of the Class Notice directed to the Class Members as set forth in the
19 Settlement Agreement and the other matters set forth therein have been completed in conformity
20 with the Preliminary Approval Order, including individual notice to all Class Members who
21 could be identified through reasonable effort, and was the best notice practicable under the
22 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
23 matters set forth therein, including the proposed settlement set forth in the Settlement
24 Agreement, to all persons entitled to such Notice, and the Class Notice fully satisfied the
25 requirements of due process. No Class Members objected to the Settlement Agreement. Two (2)
26 Class Members (Antonio Carrasco and Angel Salvatierra) submitted a valid Request for
27 Exclusion.

28 4. This Court hereby approves the settlement set forth in the Settlement Agreement

1 and finds that the settlement is in all respects fair, adequate and reasonable, and directs the
2 Parties to effectuate the Settlement according to its terms. The Court finds that the settlement has
3 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations. The
4 Court further finds that the Parties have conducted extensive and costly investigation and
5 research, and counsel for the Parties were able to reasonably evaluate their respective positions.
6 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
7 avoid the delay and risks that would be presented by the further prosecution of the Action. The
8 Court has reviewed the monetary recovery that is being granted as part of the settlement and
9 recognizes the significant value of that monetary recovery to the Participating Class Members
10 and the Aggrieved Employees. The Court finds that the Class is properly certified as a class for
11 settlement purposes only.

12 5. For purposes of this Judgment, the term "Class" means: all persons employed by
13 Defendant in California and classified as non-exempt employee who worked for Defendant
14 during the Class Period [August 1, 2020 through October 11, 2025].

15 6. The term "Aggrieved Employees" means all persons employed by Defendant in
16 California and classified as a non-exempt employee who worked for Defendant during the
17 PAGA Period. [June 20, 2023 through June 16, 2025].

18 7. The term "Participating Class Member" means a Class Member who has not
19 timely and validly requested exclusion from the settlement. Antonio Carrasco and Angel
20 Salvatierra submitted a valid Request for Exclusion and therefore are not Participating Class
21 Members.

22 8. After the Judgment is final and 4283929 Delaware LLC has fully funded the
23 Gross Settlement Amount and separately paid all employer payroll taxes, Plaintiffs and all
24 Participating Class Members, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
26 Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA
27 penalties, actions or causes of action of any kind, arising under state, federal or local law,
28 whether statutory, common law, or administrative law, at any time during the Settlement Class

1 Period, that were alleged in the Operative Complaints, or reasonably could have been alleged
2 based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and
3 the *Graham* Action, including but not limited to claims for failure to pay minimum wages,
4 wages, and overtime, failure to pay reporting time pay, meal period violations, rest period
5 violations, failure to pay vacation time and wages, failure to pay paid sick time and wages;
6 failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to
7 keep payroll records, failure to produce requested employment records, failure to pay final wages
8 and waiting time penalties, and for unfair competition predicate on the aforementioned Labor
9 Code violations. Except as set forth in Section 4.3 of the Agreement, Participating Class
10 Members do not release any other claims, including claims for vested benefits, wrongful
11 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
12 disability, social security, workers' compensation, or claims based on facts occurring outside the
13 Class Period.

14 9. After the Judgment is final and 4283929 Delaware LLC has fully funded the
15 Gross Settlement Amount and separately paid all employer payroll taxes, Plaintiffs, all
16 Participating and Non-Participating Class Members who are Aggrieved Employees, the State of
17 California, and the LWDA are deemed to release, on behalf of themselves and their respective
18 former and present representatives, agents, attorneys, heirs, administrators, successors, and
19 assigns, the Released Parties, from any and all claims for PAGA civil penalties, interest, fees or
20 costs alleged in and/or arising out of the facts alleged in the Operative Complaints in the *Reveles*
21 Action and the *Graham* Action, and/or Plaintiffs' administrative exhaustion letters submitted to
22 the LWDA arising during the PAGA Period.

23 7. The term "Released Parties" means Defendant and Gateway Services Inc., and
24 each of their former and present parent companies, divisions, partners, employees, agents,
25 clients, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
26 successors, assigns, subsidiaries, affiliates, and any other individual or entity that could be liable
27 for any of the Released Claims.

28 7. Defendants shall deposit the Gross Settlement Amount of \$1,548,565.00 with the

1 Administrator, pursuant to the terms of the Settlement Agreement. From the Gross Settlement
2 Amount, the Court hereby awards the following:

3 a. Class Counsel Fees Payment in the amount of \$516,188.33 and Class
4 Counsel Litigation Expenses Payment in the amount of \$19,550.34 Except as otherwise provided
5 in the Settlement Agreement, the Parties are to bear their own costs and attorneys' fees;

6 b. Class Representative Service Payment in the amount of \$5,000.00 to each
7 Class Representative (collectively, \$10,000.00);

8 c. Payment to the LWDA in the amount of \$65,000.00 and payment to
9 Aggrieved Employees in the amount of \$35,000.00; and

10 d. Payment of the Administration Expenses Payment in the amount of
11 \$10,990.00 to Apex Class Action Administration.

12 The Court finds that these amounts are fair and reasonable. The Administrator is directed
13 to make such payments in accordance with the terms of the Settlement Agreement.

14 8. The Court approves the Individual Class Payment and Individual PAGA Payment
15 amounts, which shall be distributed by the Administrator pursuant to the terms of the Settlement
16 Agreement. Any checks issued by the Administrator will be negotiable for one hundred eighty
17 (180) calendar days after the postmarked date of their initial mailing. All uncashed or
18 undeliverable settlement checks will expire after one hundred eighty (180) calendar days. Those
19 funds represented by settlement checks returned as undeliverable and those settlement checks
20 remaining un-cashed for more than one hundred eighty (180) calendar days after issuance shall
21 be paid to the California State Controller's Office – Unclaimed Property Fund, to be held in the
22 names of the Participating Class Members and/or Aggrieved Employees who did not cash their
23 checks.

24 9. Judgment in this matter is entered in accordance with the terms of the Settlement
25 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
26 Defendants in favor of Plaintiffs and the Class Members. This document shall constitute a
27 Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a
28 final disposition of the above-captioned action in its entirety.

1 10. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
2 days of the date of this Order.

3 11. The Administrator is directed to post a copy of this Order to its website.

4 12. Without affecting the finality of this Final Judgment in any way, this Court hereby
5 retains continuing jurisdiction with respect to all matters related to the interpretation,
6 implementation, and enforcement of the Settlement Agreement and all orders and judgments
7 entered in connection therewith, as well as and any and all claims, asserted in, arising out of, or
8 related to the subject matter of the Action, including but not limited to all matters related to the
9 settlement and the determination of all controversies relating thereto.

10 13. A non-appearance final accounting hearing is hereby set for March 30, 2027, at
11 9:00 a.m., in Department 7. On or before March 24, 2027, Class Counsel or the Administrator
12 will submit a report to the Court regarding distribution of the settlement funds.

13 IT IS SO ORDERED.

14 DATED: 04/01/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner", is written over a horizontal line.

~~Samantha Jessner / Judge~~
HON. SAMANTHA JESSNER
SUPERIOR COURT OF CALIFORNIA

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3 STATE OF CALIFORNIA]
4]ss.
5 COUNTY OF LOS ANGELES]

6 I am employed in the County of Los Angeles, State of California. I am over the age of 18
7 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
8 Los Angeles, California 90071.

9 On March 27, 2026, I served the following document(s) described as: **[AMENDED**
10 **PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND**
11 **REPRESENTATIVE ACTION SETTLEMENT; AND JUDGMENT** on the interested
12 parties in this action as follows:

11 Sherry Hamilton 12 Joseph Desiderio 13 Ashley E. Kang 14 Katie Post 15 Kimberly Ferguson 16 Jackson Lewis P.C. 17 200 Spectrum Center Dr., Suite 500 18 Irvine, CA 92618	<i>Attorneys for Defendant 4283929 Delaware LLC & Gateway Services, Inc.</i> Sherry.Hamilton@jacksonlewis.com Joseph.Desiderio@jacksonlewis.com Ashley.Kang@jacksonlewis.com Katie.Post@jacksonlewis.com Kimberly.Ferguson@jacksonlewis.com
16 Emil Davtyan 17 David Yeremian 18 Roman Shkodnik 19 Mason Doidge 20 Katheryn Perez 21 D.Law, Inc. 22 250 N. Madison Avenue, 2nd Floor 23 Pasadena, CA 91101-1639	<i>Attorneys for Plaintiff Darren Reveles</i> emil@d.law d.yeremian@d.law r.shkodnik@d.law m.doidge@d.law k.perez@d.law

24 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court
25 order I caused the above-entitled document(s) to be served through Case Anywhere at the
26 website www.caseanywhere.com, addressed to all parties appearing on the electronic service list
27 for the above-entitled case. The service transmission was reported as complete and a copy of the
28 Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the
original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct. Executed on March 27, 2026, at Los Angeles, California.



Erika Mejia