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F I L E D
San Diego Superior Court

NOV 17 2025

Clerk of the Superior Court
By: H. Chavarin, Deputy

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 JESSE ALMANZA, individually, and on behalf
11 of all others similarly situated,

12 Plaintiff,

13 v.

14 PURE PROJECT, LLC, a California limited
15 liability company; JESSE PINE, an individual;
MAT ROBAR, an individual; and DOES 1
THROUGH 50, inclusive,

16 Defendants.
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Case No.: 24CU012008C

[Assigned for All Purposes to the Honorable
Michael T. Smyth; Dept. C-67]

CLASS AND REPRESENTATIVE ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE PAYMENT; AND
JUDGMENT**

[IMAGED FILE]

Date: November 14, 2025
Time: 9:00 a.m.
Dept: C-67
Judge: Hon. Michael T. Smyth

[Filed concurrently with the Notice of Motion,
Memorandum of Points and Authorities, and the
Declarations of Graham S.P. Hollis, Jesse Almanza,
and Taylor Mitzner]

Complaint Filed: September 18, 2024
Trial Date: None set

1 This matter came before the Honorable Michael T. Smyth in Department C-67 of the Superior
2 Court of the State of California, in and for the County of San Diego, on November 14, 2025, at 9:00 a.m.
3 on Plaintiff Jesse Almanza's ("Plaintiff") Motion for Final Approval of Class and PAGA Action
4 Settlement and Request for Award of Attorneys' Fees, Costs, and Class Representative Payment ("Motion
5 for Final Approval") pursuant to California Rules of Court, Rule 3.769 and Labor Code section 2698 et
6 seq.

7 On August 8, 2025, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action
8 and PAGA Settlement and entered an Order in accordance therewith.

9 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
10 Plaintiff's Motion for Final Approval and good cause appearing, the Court hereby **ORDERS AS**
11 **FOLLOWS:**

12 1. This Order shall incorporate the parties' Joint Stipulation for Class Action and PAGA
13 Settlement and Release ("Settlement Agreement") and to the extent that the terms are defined in the
14 Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the
15 Settlement Agreement.

16 2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction
17 over Plaintiff, Defendants, the Class Members, and the PAGA Employees (collectively, "Settlement Class
18 Members"), as defined in the Settlement Agreement.

19 3. The Court finds that the applicable requirements of the California Code of Civil Procedure
20 section 382 and California Rule of Court 3.769, have been satisfied with respect to the Settlement Class
21 Members and the Settlement. The Court makes final its earlier provisional certification of the following
22 Settlement Class for the purpose of settlement only:

23 All current and former nonexempt employees of Defendants who worked
24 for Defendants in the state of California between July 11, 2023 and April 8,
25 2025.

26 The Class is further divided into the following subclass, which is provisionally certified as follows:

27 Waiting Time Penalty Subclass: All Class Members whose employment
28 with Defendants ended at any time between July 11, 2021 and April 8, 2025.

4. The Court also confirms the following appointments: Plaintiff Jesse Almanza as the Class

1 Representative; ARCH Legal, P.C. as Class Counsel; and Phoenix Settlement Administrators as the
2 Administrator.

3 5. The Court finds that the Court Approved Notice of Class Action Settlement that was
4 approved on August 8, 2025 and transmitted to the Settlement Class Members fully and accurately
5 informed the Settlement Class Members of all material elements of the Settlement, including their
6 opportunity to request exclusion from the Settlement or object to the Settlement (notwithstanding the
7 PAGA portion of the Settlement), was the best notice practicable under the circumstance; was valid, due,
8 and sufficient notice to all Settlement Class Members; and complied fully with the law of the state of
9 California, the United States Constitution, due process, rule 3.766 of the of the California Rules of Court,
10 and all other applicable laws.

11 6. Based on the Declaration of Taylor Mitzner Regarding Notice and Settlement
12 Administration, the Court finds that one Settlement Class Member has submitted a valid request for
13 exclusion and no Settlement Class Members objected to the Settlement. The Settlement Class Member
14 who timely opted-out of the Class is identified as Jessie Nissen.

15 7. In accordance with California law, the Court hereby GRANTS final approval of the
16 Settlement and finds it fair, reasonable, and adequate, and in the best interest of the Settlement Class
17 Members as a whole. Specifically, the Court finds that the Settlement is the result of serious, informed,
18 adversarial, and arm's-length negotiations between the parties and that the terms of the Settlement are, in
19 all respects, fair, adequate, and reasonable. In so finding, the Court has considered all the evidence
20 presented, including evidence regarding the strength of Plaintiff's case; risk, expense, and complexity of
21 claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent
22 of investigation and discovery completed; and the experience and views of Class Counsel. The Court
23 ORDERS and directs that the Settlement be effectuated in accordance with the Settlement Agreement and
24 the following terms and conditions.

25 8. The Court finds that a full opportunity has been afforded to the Settlement Class Members
26 to participate in the hearing on Plaintiff's Motion for Final Approval. The Settlement Class Members have
27 had a full and fair opportunity to exclude themselves from the Settlement. Therefore, the Court ORDERS
28 that, pursuant to the Settlement Agreement, upon the Effective Date, and except as to the right to enforce

the terms and conditions of this Agreement, each Participating Class Member shall fully and finally release and discharge Defendant Pure Project, LLC and its former, present and future owners, predecessors, parent companies, subsidiaries, investors, affiliates, divisions, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint ventures, agents, successors, assigns, accountants, insurers, attorneys, and representatives (collectively, the “Released Parties”), from any and all claims, rights, demands, liabilities and causes of action of any nature or description, including any such claims, whether known or unknown, that were litigated in the Action against Defendant or could have been litigated based on the facts and circumstances alleged in the entire Action against Defendant, arising under the Operative Complaint, including but not limited to, all claims under the California Labor Code, Wage Orders, and related orders of the California Industrial Commission and Business and Professions Code section 17200, et seq., alleged in the Action or which could have been alleged based on the facts alleged in the Action, including all of the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Reimburse Necessary Business Expenses; (4) Failure to Pay Minimum, Regular and/or Overtime Wages; (5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Provide Accurate Itemized Wage Statements; and (7) Violation of Business & Professions Code section 17200 (the “Released Claims”). The claims released under this paragraph shall include, but not necessarily be limited to, claims for: meal period violations and failure to pay compensation in lieu thereof; rest break violations and failure to pay compensation in lieu thereof; failure to pay minimum wages, regular wages, overtime and double time wages; all theories related to unpaid wages (included by not limited to off-the-clock work, time shaving, time rounding, working through meal periods, regular rate claims, on-duty meal period violations, or any other claims giving rise to minimum and/or overtime violations); unpaid meal period penalties; unpaid rest period penalties; wage statement violations; failure to reimburse business expenses; failure to pay wages upon separation from employment; waiting time penalties; any penalties or wages owed or derivative of violations of the Unfair Competition Law, California Private Attorneys General Act, the Labor Code, including Labor Code § 2699 et seq., as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys’ fees or costs resulting therefrom. This release and waiver, however, shall be conditional on the full payment of the Gross Settlement Amount necessary

1 to fund all payment obligations, and will only release such claims during the Class Period.

2 9. The Court further ORDERS that, pursuant to the Settlement Agreement, upon the Effective
3 Date, all PAGA Employees shall fully and finally release and discharge the Released Parties from all
4 causes of action and claims for civil penalties under the California Labor Code Private Attorneys General
5 Act of 2004 that were alleged in the Action, in Plaintiff's LWDA Notice, or reasonably could have been
6 alleged based on the facts and legal theories contained in the Action, including claims for civil penalties
7 based on violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1174, 1174.5,
8 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 ("Released PAGA Claims"). This release and waiver,
9 however, shall be conditional on the full payment of the Gross Settlement Amount necessary to fund all
10 payment obligations, and will only release such claims during the PAGA Period. PAGA Employees
11 cannot exclude themselves from the PAGA release contained in this paragraph.

12 10. It is ORDERED that Settlement Class Members shall be prohibited and permanently
13 enjoined from pursuing in any fashion the Released Class Claims and Released PAGA Claims against the
14 Released Parties.

15 11. Defendants are ORDERED to fund the Gross Settlement Amount of \$235,000 by
16 depositing the remainder of the Gross Settlement Amount into a Qualified Settlement Fund with the
17 Settlement Administrator by continuing to deposit \$4,895 by the 1st of each month until the Gross
18 Settlement Amount of \$235,000 is fully funded.

19 12. The Settlement Administrator, Phoenix Settlement Administrators, is ORDERED to
20 distribute the Gross Settlement Amount in accordance with the Settlement Agreement.

21 13. In accordance with Labor Code section 2699(1)(2), the Court has reviewed the Settlement
22 Agreement as it relates to the allocation of civil penalties under the PAGA. The Court finds that the PAGA
23 Payment of \$10,000 for claims under PAGA is fair, reasonable, and appropriate. The Courts GRANTS
24 approval of the PAGA Payment in the amount of \$10,000 towards claims under PAGA.

25 14. The Court ORDERS that \$6,500 (65-percent of \$10,000) be allocated to the LWDA PAGA
26 Payment, and paid to the California Labor and Workforce Development Agency ("LWDA"), as required
27 by statute.

28 15. The Court ORDERS that \$3,500 (35-percent of \$10,000) be allocated to the Net Settlement

1 Amount for distribution to PAGA Employees who worked during the PAGA Period, as defined by the
2 Settlement Agreement.

3 16. The Court finds that the requested Class Representative Payment of \$2,500 to named
4 Plaintiff Jesse Almanza is fair and reasonable for the work performed and the risks associated with
5 bringing this Action. The Court awards and thus ORDERS that the Settlement Administrator issue a Class
6 Representative Payment to Plaintiff in the amount of \$2,500. The Class Representative Payment is in
7 addition to any payment Plaintiff is entitled to under the Settlement.

8 17. The Court finds that Class Counsel's request for attorneys' fees in the amount of
9 \$78,333.33 or one-third of the Gross Settlement Amount, falls within the range of reasonableness and the
10 result achieved justifies the award sought. The court awards and therefore ORDERS that the Settlement
11 Administrator issue attorneys' fees in the amount of \$78,333.33 to ARCH Legal, P.C.

12 18. The Court finds that Class Counsel's request for actual and documented litigation costs
13 incurred in the amount of \$8,969.81 falls within the range of reasonableness and the result achieved
14 justifies the award sought. The Court awards and ORDERS that the Settlement Administrator issue
15 payment for actual and documented litigation costs incurred in the amount of \$8,969.81 to ARCH Legal,
16 P.C.

17 19. The court finds that the request for Settlement Administrator Costs in the amount of \$7,750
18 is fair, reasonable, and appropriate. The Court awards and thus ORDERS that the Settlement
19 Administrator issue payment for Settlement Administrator Costs to Phoenix Settlement Administrators in
20 the amount of \$7,750.

21 20. The Court ORDERS that the Net Settlement Amount, estimated to be \$131,146.86,
22 including the \$3,500 allocated to PAGA Employees, be issued to the Settlement Class Members and
23 PAGA Employees on a pro rata basis, in accordance with the Settlement Agreement.

24 21. Plaintiff's Motion for Final Approval is GRANTED.

25 22. Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court retains
26 exclusive and continuing jurisdiction over this action and the parties for the purpose of: (a) supervision
27 the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the
28 Order of Final Approval and Judgment; and (b) supervision distribution of amounts paid under this

1 Settlement.

2 23. The Court sets a compliance hearing regarding the distribution of amounts paid under this
3 Gross Settlement Fund for June 12 at 1:30 ~~a.m.~~ p.m. in Department C-67 in of the San
4 Diego County Superior Court. At least 15 days prior the hearing, Class Counsel and the Settlement
5 Administrator shall submit a summary accounting of the Net Settlement Amount identifying distributions
6 made as ordered herein, the number and value of any uncashed checks, the status of the redistributed
7 funds, the status of any unresolved issues, and any other matters appropriate to bring to the Court's
8 attention. Counsel is not required to appear at the settlement compliance hearing.

9 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

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11 Dated: 11/17/2025


Hon. Michael T. Smyth
Judge of the Superior Court