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**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

**[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”). Due and adequate notice having been given to the
4 Class Members as required in the Preliminary Approval Order, and the Court having considered
5 all papers filed and proceedings had herein and otherwise being fully informed of the premises
6 and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED that:

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

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

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

24 4. This Court hereby approves the settlement set forth in the Settlement Agreement
25 and finds that the settlement is in all respects fair, adequate and reasonable, and directs the
26 Parties to effectuate the Settlement according to its terms. The Court finds that the settlement has
27 been reached as a result of intensive, serious, and non-collusive arm’s-length negotiations. The
28 Court further finds that the Parties have conducted extensive and costly investigation and

research, and counsel for the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the monetary recovery that is being granted as part of the settlement and recognizes the significant value of that monetary recovery to the Participating Class Members and the Aggrieved Employees. The Court finds that the Class is properly certified as a class for settlement purposes only.

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

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

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

8. After the Judgment is final and 4283929 Delaware LLC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, damages, debts, liabilities, demands, obligations, non-PAGA penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Settlement Class Period, that were alleged in the Operative Complaints, or reasonably could have been alleged based on the facts stated in the Operative Complaints in connection with the *Reveles* Action and the *Graham* Action, including but not limited to claims for failure to pay minimum wages, wages, and overtime, failure to pay reporting time pay, meal period violations, rest period

violations, failure to pay vacation time and wages, failure to pay paid sick time and wages; failure to reimburse expenses, failure to issue accurate and itemized wage statements, failure to keep payroll records, failure to produce requested employment records, failure to pay final wages and waiting time penalties, and for unfair competition predicate on the aforementioned Labor Code violations. Except as set forth in Section 4.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

7. Defendants shall deposit the Gross Settlement Amount of \$1,548,565.00 with the Administrator, pursuant to the terms of the Settlement Agreement. From the Gross Settlement Amount, the Court hereby awards the following:

a. Class Counsel Fees Payment in the amount of \$516,188.33 and Class Counsel Litigation Expenses Payment in the amount of \$19,550.34 Except as otherwise provided

1 in the Settlement Agreement, the Parties are to bear their own costs and attorneys' fees;

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

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

6 d. Payment of the Administration Expenses Payment in the amount of
7 \$10,990.00 to Apex Class Action Administration.

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

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

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

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

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

28 12. Without affecting the finality of this Final Judgment in any way, this Court hereby

1 retains continuing jurisdiction with respect to all matters related to the interpretation,
2 implementation, and enforcement of the Settlement Agreement and all orders and judgments
3 entered in connection therewith, as well as and any and all claims, asserted in, arising out of, or
4 related to the subject matter of the Action, including but not limited to all matters related to the
5 settlement and the determination of all controversies relating thereto.

6 13. A final accounting hearing is hereby set for _____,
7 in Department 7. On or before _____, Class Counsel or the
8 Administrator will submit a report to the Court regarding distribution of the settlement funds.

9 IT IS SO ORDERED.

10 DATED: _____

HON. SAMANTHA JESSNER
SUPERIOR COURT OF CALIFORNIA