Electronically Received 10/07/2026 10:00 AM

FILED
Superior Court of California
County of Los Angeles
10/08/2026
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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KEVIN TURNER, an individual on behalf of himself and all others similarly situated, Plaintiff, vs. ODS TECHNOLOGIES LP dba: TVG NETWORK, a Delaware limited partnership; TRINET HR III, INC., a California corporation; TRINET, an entity of unknown form; FANDUEL GROUP, an entity of unknown form; FANDUEL an entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV31540 Assigned For All Purposes To: Honorable Bruce G. Iwasaki Department: 11 **AMENDED [~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT** *[filed concurrently with Second Supplemental Declaration of Enoch J. Kim]* Original Complaint Filed: December 2, 2024 First Amended Complaint Filed: February 5, 2025 Second Amended Complaint Filed: April 27, 2026 Trial Date: None Set

ORDER

On September 30, 2026, at 10:15 a.m. in Department 11, Plaintiff Kevin Turner's ("Plaintiff") unopposed Motion for Approval of PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees (the "Aggrieved Employees"), and Defendants ODS Technologies, LP dba: TVG Network and FanDuel Inc. ("Defendants"), came before the Court for hearing pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendants ("Defense Counsel"). There were no other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement ("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 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 Defendants 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 non-exempt employees of Defendants who worked in the State of California during the PAGA Period, which is the period from December 3, 2023 through November 20, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $190,000.00 ("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 to effectuate

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

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

5. Effective upon the date Defendants fully fund the Gross Settlement Amount, Plaintiff and Aggrieved Employees shall be bound by the following release set forth in the Settlement Agreement:

Release by Aggrieved Employees:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from any and all claims for penalties, fees, costs, or any other relief of any kind under the Private Attorneys General Act, 2698 - 2699, et seq., that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint in the Action and the PAGA Notice, the same statutes, or based on the same primary rights, irrespective of the theory of recovery alleged, whether or not alleged in the Complaint. This release of claims for PAGA penalties, costs, fees or any other relief, includes known and unknown PAGA claims arising under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act, Covid Supplemental Paid Sick Leave), 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq., including PAGA violations alleged for failure to pay for all hours worked including minimum wage and overtime, reporting time violations, any violation of meal or rest period and premium payment rights, failure to timely page wages including during employment and at separation, failure to provide accurate wage statements or keep payroll records, failure to pay all sick, COVID, and vacation pay, and failure to perform or tender any rate of pay adjustment to any type of wage, benefit, or other payment whatsoever, or failure to reimburse business expenses ("Released PAGA Claims"). The Released PAGA Claims are limited to those claims arising during the PAGA Period.

"Released Parties" means Defendants and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, including but not limited to FanDuel Group, Inc., professional employment organization, human resource or payroll providers and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns.

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any

wrongdoing by Defendants, or any of the other Released Parties.

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 a PAGA Counsel Fees Payment to PAGA Counsel in the total amount of **$63,333.33**, 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 a PAGA Counsel Litigation Expenses Payment to PAGA Counsel in the amount of **$22,162.66**, 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.

10. Pursuant to the terms of the Settlement, the Court awards a Service Payment to Plaintiff Kevin Turner in the amount of **$5,000.00**, to be paid out of the Gross Settlement Amount, as a fair and reasonable service payment for his service as the PAGA Representative in the Action.

11. The Court appoints Apex Class Action Administration ("Apex") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$5,490.00** 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 **$94,014.01** shall be allocated as follows: 65% **($61,109.11**) will be paid to the LWDA and the remaining 35% **($32,904.90)** will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. Defendants 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 hereby approves the Notice of Settlement and Approval, attached as Exhibit A to the Settlement Agreement, to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the Administrator.

15. 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.

16. 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.

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

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

IT IS SO ORDERED.

DATED: 10/08/2026, 2026

Hon. Bruce G. Iwasaki
Judge of the Superior Court