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others similarly situated

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

EVELYN THREETS, GARY WHITE, and
STEVE VILLALOBOS, on behalf of themselves
and all others similarly situated, and the general
public,

Plaintiff,

v.

URBAN ALCHEMY, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV08943

*[Assigned for all purposes to the Theresa M.
Traber, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE AND ENTERING
JUDGMENT**

Date: July 27, 2026
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: April 9, 2024
FAC Filed: June 13, 2024
Trial Date: None Set

ORDER AND JUDGMENT

Plaintiffs Evelyn Threets, Gary White, and Steve Villalobos (“Plaintiffs”), on behalf of themselves and other similarly situated employees of Defendant Urban Alchemy (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on July 27, 2026, at 10:30 a.m. in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement,” which is attached as **Exhibit 1** to the Declaration of David Arakelyan in Support of the Motion), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice,” which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of “all persons employed by Defendant, collectively, or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the Class Period,” which is from July 2, 2022, through July 31, 2025 (“Class Members” or “the Class”).

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

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1 4. Distribution of the Notice directed to the Class Members, as set forth in the
2 Settlement Agreement, has been completed in conformity with the Court’s January 29, 2026,
3 Order Granting Preliminary Approval of Settlement (“Preliminary Approval Order”), including
4 individual notice to all Class Members who could be identified through reasonable effort, and
5 was the best notice practicable under the circumstances. The Notice provided due and adequate
6 notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
7 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
8 requirements of California law, the California and United States Constitutions (including the Due
9 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of
10 Court rule 3.766, and any other applicable law. The Notice also provided due and adequate
11 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
12 right to object to the proposed Settlement.

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

22 6. The Court approves the Settlement as set forth in the Settlement Agreement and
23 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
24 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
25 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
26 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
27 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
28 allocation of settlement proceeds among the Participating Class Members, and the fact that a

1 settlement represents a compromise of the Parties' respective positions rather than the result of a
2 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement
3 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to
4 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
5 entered into in good faith.

6 7. As of the date Defendant funds the Gross Settlement Amount and employer
7 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all
8 Participating Class Members and all Aggrieved Employees shall be bound by the releases set
9 forth in the Settlement Agreement.

10 8. Two individuals (Timothy Wayne Phillips and Calvin Alexander) have opted out
11 from the Settlement; therefore, 99% of Class Members are Participating Class Members.

12 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
13 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
14 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
15 claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

16 10. The Court confirms David Yeremian, David Keledjian, and David Arakelyan of
17 D.Law, Inc., as Class Counsel and finds that Class Counsel has adequately represented the Class
18 for purposes of entering into and implementing the Settlement.

19 11. The Court finds the \$1,150,000.00 Gross Settlement Amount provided for under
20 the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to
21 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court
22 approves the following deductions from the Gross Settlement Amount: (1) \$383,333.33 for
23 attorneys' fees to Class Counsel; (2) \$17,286.00 for attorneys' litigation expenses to Class
24 Counsel; (3) Class Representative Service Payments of \$10,000.00 to Plaintiffs Evelyn Threats,
25 Gary White, and Steve Villalobos (totaling \$30,000); (4) PAGA Penalties of \$100,000.00 for
26 claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will
27 be payable to the California Labor and Workforce Development Agency ("LWDA") and 25%
28 will be payable to the Aggrieved Employees on a *pro rata* basis; and (5) \$23,990.00 for

Settlement Administrator Costs to Apex Class Action, LLC (“Apex”). The Net Settlement Amount available for distribution to the Class is approximately \$595,390.67.

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel’s application, an award of attorneys’ fees in the amount of \$383,333.33 and for costs and expenses in the amount of \$17,286.00 as final payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel’s request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys’ fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that Class Representative Service Payment of \$10,000.00 to each of the three Plaintiffs (Evelyn Threats, Gary White, and Steve Villalobos) is fair and reasonable as a service award for their service to the Class.

14. The Court further approves the payment of \$23,990.00 to Apex to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

15. The Court also approves the PAGA Penalties payment of \$100,000.00 for claims asserted under PAGA, with 75% (\$75,000.00) payable to the LWDA and the other 25% (\$25,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16. The Court finds the settlement payments from the Net Settlement Amount provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders the calculations and the payments to be made and administered to the Participating Class Members in accordance with the terms of the Settlement Agreement. The settlement payments authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of

1 Individual Class Payments and Individual PAGA Payments to the Class, all funds from any
2 uncashed checks remaining in the Net Settlement Amount shall be distributed to the named cy
3 *pres*, Ear Hustle

4 17. The Court shall examine the final accounting at a Compliance Hearing set on
5 _____.

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

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

14 20. The final order shall constitute the final judgment.

15 21. There is no reason to delay the enforcement of this Final Approval Order and the
16 Final Judgment.

17 **IT IS SO ORDERED.**

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19 Dated: _____, 2026

20 Honorable Theresa M. Traver

21 Judge of the Superior Court
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