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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

JUN 25 2025

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE**

JESSICA TEPPER on behalf of herself,  
all others similarly situated, and on  
behalf of the general public,

Plaintiffs,

v.

CHARLES & CYNITHA EBERLY,  
INC. DBA THE EBERLY COMPANY;  
and DOES 1-100,

Defendants.

Case No. 30-2024-01371238-CU-OE-CXC

*[Assigned for All Purposes to the  
Honorable William D. Claster; Dept. CX101]*

**REVISED [~~PROPOSED~~] ORDER  
GRANTING PLAINTIFF JESSICA  
TEPPER'S MOTION FOR APPROVAL OF  
PAGA SETTLEMENT**

Date: June 18, 2025

Time: 9:00 a.m.

Reservation No.: 74569019

Complaint Filed: January 4, 2024

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WHEREAS, the Court has considered the motion by Plaintiff Jessica Tepper (“Plaintiff”) for approval of the Parties’ settlement in accordance with the Parties’ Joint Stipulation and Settlement Agreement (the “Settlement Agreement”). The Court understands that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice. Based on a review of the submissions by the Parties, and good cause appearing;

1. All terms used in the Settlement Agreement shall have the same meaning as defined therein.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

5. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel in the sum of \$66,660, or 33.33% of the Gross Settlement Amount. The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by counsel, and the estimated lodestar. In approving this amount, the Court is not approving any particular hourly billing rates proposed by counsel.

7. The Court hereby approves of the PAGA Representative Payment of \$5,000 to

1 Plaintiff Jessica Tepper.

2 8. The Court hereby approves of the payment in the amount of \$1,500 to APEX Class  
3 Action LLC, for performance of its settlement administration services.

4 9. Taking the above distributions into account, from the Gross Settlement Amount of  
5 \$200,000, \$111,562.98 remains to be distributed as provided under PAGA. This amount shall be  
6 allocated 75% to the LWDA and 25% to the Aggrieved Employees.

7 10. The Court approves of the notice attached to the Addendum to the Settlement  
8 Agreement as Exhibit A. The Court orders that this notice be mailed out to Aggrieved Employees  
9 with their settlement checks. This notice shall be mailed in English. The font size in the actual  
10 notice may not be smaller than the font size in Exhibit A to the Addendum to the Settlement  
11 Agreement.

12 11. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed  
13 with prejudice. Moreover, the LWDA and each and every Aggrieved Employee, including  
14 Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged  
15 the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are  
16 permanently barred and enjoined from the institution or prosecution of all Released Claims  
17 against the Released Parties.

18  
19  
20 NWDC

a. The Released Parties are: "Defendants including their past, present, and  
future divisions, affiliates, parents, subsidiaries, predecessors, successors,  
assigns, members, shareholders, owners, officers, directors, employees,  
agents, trustees, attorneys, representatives, administrators, fiduciaries,  
beneficiaries, subrogees, executors, partners, and privies."

b. The Released Claims are: "Each PAGA Aggrieved Employee shall fully  
release and discharge Defendant and the Released Parties from any and all  
claims for civil penalties under PAGA that were alleged or could have been  
alleged based on the claims, facts, and/or allegations contained in operative  
Complaint and in the PAGA Notice submitted by Plaintiff to the LDWA.  
The release shall be for the PAGA Period." The PAGA Period is October

20, 2022, to November 23, 2024.

NDC

12. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

13. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

14. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

15. The administrator is to file a declaration no later than \_\_\_\_\_ to confirm that the distribution of funds to Aggrieved Employees is complete. Upon receipt of the administrator's declaration, the Court will determine whether further briefing or a hearing is necessary.

NDC

### JUDGMENT

16. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

17. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the Released Claims as those terms are respectively defined in the Settlement Agreement, and are forever barred and enjoined from prosecuting such released claims against the Releasees.

NDC

18. Without affecting the finality of the Final Order and/or this Judgment, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved Employees, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

1           19.     The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order  
2 and Judgment on the settlement administrator's website for a period of sixty (60) days.

3  
4 Dated: 6-25-25



Honorable William D. Claster