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FILED
Superior Court of California
County of Los Angeles

09/09/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES

14 EZEKIEL H. TREZEVANT IV, an
15 individual, on behalf of himself, and on behalf
16 of all persons similarly situated, and on behalf
17 of the State of California, as a private attorney
18 general,

19 Plaintiff,

20 vs.

21 LEGENDS SALES & MARKETING, LLC, a
22 Limited Liability Company; and Does 1
23 through 50, Inclusive,

24 Defendants.

CASE NO.: 20STCV45378

~~PROPOSED~~ **PRELIMINARY
APPROVAL ORDER**

Hearing Date: August 6, 2025
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept: SS-12

Date Filed: November 24, 2020
Trial Date: Not set

25 This matter came before the Honorable Carolyn B. Kuhl of the Superior Court of the State
26 of California, in and for the County Los Angeles, on August 6, 2025, ^{and Sept. 9, 2025} for hearing on the unopposed
27 motion by Plaintiff Ezekiel H. Trezevant IV ("Plaintiff") for preliminary approval of the Settlement
28 with Defendant Legends Sales & Marketing, LLC ("Defendant"). The Court, having considered the

PRELIMINARY APPROVAL ORDER

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby
2 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
5 (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based on the
7 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
8 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
9 and California Rules of Court, rule 3.769.

10 2. This Order incorporates by reference the definitions in the Agreement, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 3. The Gross Settlement Amount that Defendant shall pay is Nine Hundred Twenty-
13 Five Thousand Dollars (\$925,000). It appears to the Court on a preliminary basis that the settlement
14 amount and terms are fair, adequate and reasonable as to all potential Class Members when balanced
15 against the probable outcome of further litigation and the significant risks relating to certification,
16 liability and damages issues. It further appears that investigation and research have been conducted
17 such that counsel for the Parties are able to reasonably evaluate their respective positions. It further
18 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well
19 as avoid the delay and risks that would be presented by the further prosecution of the Action. It
20 further appears that the Settlement has been reached as the result of serious and non-collusive,
21 arm’s-length negotiations.

22 4. The Court preliminarily finds that the Settlement appears to be within the range of
23 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
24 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
25 finds that the monetary settlement awards made available to the Class is fair, adequate, and
26 reasonable when balanced against the probable outcome of further litigation and the significant risks
27 relating to certification, liability, and damages issues.

1 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$75,000, and
3 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000.
4 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
5 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
6 these requests, including lodestar, prior to final approval.

7 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
8 representative treatment and certification of a class for settlement purposes only. This stipulation
9 will not be deemed admissible in this, or any other proceeding should this Settlement not become
10 final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all
11 individuals who are or previously were employed by Defendant in California as a Premium Sales
12 Consultant or a Senior Sales Consultant, at any time during the Class Period, who did not sign a
13 severance agreement and who did not opt out of the Class Action." The "Class Period" is November
14 24, 2016 through March 19, 2024.

15 7. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
21 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient adjudication of this controversy; and
23 (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate
24 representative of the Class.

25 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
27 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
28

1 Nordrehaug Bhowmik De Blouw LLP and Lenden Webb of Webb Law Group as Class Counsel for
2 the Class.

3 9. The Court approves the \$20,000 allocation towards the settlement of the California
4 Private Attorneys General Act (“PAGA”) claims. The Agreement provides for PAGA Penalties out
5 of the Gross Settlement Amount of \$20,000, which shall be allocated as follows: \$15,000 to the
6 Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the PAGA
7 Settlement and \$5,000 to the Aggrieved Employees as the 25% share of the PAGA Settlement.
8 “Aggrieved Employees” are all individuals who are or previously were employed by Defendant in
9 California as a Premium Sales Consultant or a Senior Sales Consultant, at any time during the PAGA
10 Period, who did not sign a severance agreement. The PAGA Period is June 19, 2019 through March
11 19, 2024. Pursuant to Labor Code section 2699, subdivision (s), the LWDA will be provided notice
12 of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

13 10. The Court hereby approves, as to form and content, the Class Notice attached to the
14 Supplemental declaration of Mr. Nodrehaug filed on Sept. 2, 2025.
15 ~~Agreement as Exhibit A.~~ The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the procedure to submit a
17 dispute as to workweeks, and of each member’s right and opportunity to object to the Settlement.
18 The Court further finds that the distribution of the Class Notice substantially in the manner and form
19 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
20 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
21 entitled thereto. The Court orders the mailing of the Class Notice by first class mail pursuant to the
22 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address,
23 the Administrator will promptly search for a more current address for the Class Member and re-mail
24 the Class Notice Packet to any new address for the Class Member no later than seven (7) days after
25 the receipt of the undelivered Class Notice.

26 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
27 than fifteen (15) days after the entry of this Order, Defendant will provide the Class Data to the
28 Administrator. The Administrator will perform address updates and verifications as necessary prior

1 to the first mailing. Using best efforts to mail it as soon as possible, and in no event later than
2 fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
3 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

4 12. Any Class Member may appear at the final approval hearing and may object or
5 express the Member's views regarding the Settlement and may present evidence and file briefs or
6 other papers that may be proper and relevant to the issues to be heard and determined by the Court
7 as provided in the Class Notice. Class Members / Aggrieved Employees cannot object to the PAGA
8 portion of the Settlement. Class Members will have until the Objection Deadline to submit their
9 written objections to the Administrator. Written objections may also be faxed or emailed to the
10 Administrator as indicated in the Class Notice. If a Class Notice Packet is re-mailed, the Response
11 Deadline for written objections will be extended an additional fourteen (14) days. Alternatively,
12 Class Members may appear at the Final Approval Hearing to make an oral objection.

13 13. A Final Approval Hearing shall be held before this Court on Jan 22, 2026
14 10:30 am at _____ in Department 12 at the Spring Street Courthouse of the Los Angeles
15 County Superior Court to hear the motion for final approval and for attorneys' fees and costs, and
16 to determine all necessary matters concerning the Settlement, including: whether the proposed
17 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
18 and reasonable and should be finally approved by the Court; whether the Final Approval Order and
19 Judgment should be entered herein; whether the plan of allocation contained in the Agreement
20 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
21 attorneys' fees and costs, service award, and the fees and expenses of the Administrator. All papers
22 in support of the motion for final approval shall be filed with the Court and served on all counsel no
23 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
24 approval hearing.

25 14. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
26 shall be construed as a concession or admission by Defendant in any way that the claims asserted
27 have any merit or that this Action was properly brought as a class or representative action, and shall
28

1 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
2 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
3 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
4 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
5 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed
6 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse
7 to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or
8 admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

9 15. In the event the Settlement does not become effective in accordance with the terms
10 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
11 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
12 and the Parties shall revert to their respective positions as of before entering into the Agreement,
13 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
14 including all available defenses and affirmative defenses, and arguments that any claim in the Action
15 could not be certified as a class action and/or managed as a representative action. In such an event,
16 the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in
17 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement
18 with respect to the effect of the Agreement if it is not approved.

19 16. The Court reserves the right to adjourn or continue the date of the final approval
20 hearing and all dates provided for in the Agreement without further notice to Class Members and
21 retains jurisdiction to consider all further applications arising out of or connected with the proposed
22 Settlement.

23 **IT IS SO ORDERED.**

24 Dated: 09/09/2025



Carolyn B. Kuhl / Judge

25
26 HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA