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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
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: November 3, 2025
Time: 10:00 a.m.
Dept.: 7

Action Filed: August 2, 2024
Trial Date: None Set

1 Plaintiffs Semaj Graham and Darren Reveles’ (together, “Plaintiffs” or the “Class
2 Representatives”) application for an Order Granting Preliminary Approval of Class and
3 Representative Action Settlement was filed with the Court on July 16, 2025, and a hearing was
4 held before this Court on November 3, 2025. Appearances for Plaintiffs and Defendants 4283929
5 Delaware LLC dba West Coast Pet Memorial Services and Gateway Services Inc.
6 (“Defendants”) were noted on the record.

7 The Court has considered the Class Action and PAGA Settlement Agreement and Class
8 Notice (“Settlement Agreement” or “Agreement”) and all other papers filed in this action.

9 **NOW THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Court grants preliminary approval of the Settlement Agreement between
11 Plaintiffs and Defendants filed herewith. The Settlement Agreement appears to be fair, adequate,
12 and reasonable to the Class.

13 2. The Class Representatives and Defendants (hereafter, the “Parties”), through their
14 counsel of record in the Action, have reached an agreement to settle all claims in the Action on
15 behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

16 3. The Court hereby conditionally certifies the following class for settlement
17 purposes only: all persons employed by Defendants in California and classified as non-exempt
18 employee who worked for Defendants during the Class Period (the “Class”).

19 4. Should for whatever reason the Settlement Agreement not become Final, the fact
20 that the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the Action or the issue
22 of whether a class should be certified in a non-settlement context.

23 5. The Court appoints and designates: (a) Plaintiffs Semaj Graham and Darren
24 Reveles as Class Representatives; and (b) Larry W. Lee, Kristen M. Agnew, and Max W. Gavron
25 of Diversity Law Group, P.C., and Emil Davtyan, David Yeremian, Roman Shkodnik, and
26 Mason Doidge of D.Law, Inc., as Class Counsel. Class Counsel is authorized to act on behalf of
27 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
28 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement

1 Agreement and its terms. Any Class Member may enter an appearance through his or her own
2 counsel at such Class Member's own expense. Any Class Member who does not enter an
3 appearance or appear on his or her own behalf will be represented by Class Counsel.

4 6. The Court hereby approves the terms and conditions provided for in the
5 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
6 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
7 subject only to any objections that may be raised at the final fairness hearing and final approval
8 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
9 and reasonable as to all potential Class Members when balanced against the probable outcome of
10 further litigation relating to liability and damages issues. It also appears that investigation,
11 research, and court proceedings have been conducted so that counsel for the Parties are able to
12 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
13 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
14 would be presented by the further prosecution of the Action. It also appears that settlement has
15 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

16 7. A Final Fairness and Final Approval Hearing on the question of whether the
17 proposed Settlement Agreement, the allocation of payments to Participating Class Members,
18 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class
19 Representative Service Payment should be finally approved as fair, reasonable, and adequate as
20 to the members of the Class is hereby set for March 30, 2026 at 10:00 a.m. in this
21 Court.

22 8. The Court hereby approves, as to form and content, the Court Approved Notice of
23 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") to be sent
24 to Class Members, which is attached as **Exhibit A** to the Settlement Agreement. The Court finds
25 that distribution of the Class Notice to Class Members substantially in the manner and form set
26 forth in the Settlement Agreement and this Order meets the requirements of due process and
27 shall constitute due and sufficient notice to all parties entitled thereto.

28 9. The Court appoints and designates Apex Class Action Administration as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Settlement
3 Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the settlement
5 as provided in the Settlement Agreement and Class Notice and by following the instructions to
6 request exclusion. Provided, however, that no Class Member may opt out of or be excluded from
7 participating in the settlement of the Released PAGA Claims.

8 11. Any person who timely and properly opts out of the settlement will not be bound
9 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt-
10 out request must be in writing and signed by each such Class Member opting out and must
11 otherwise comply with the requirements delineated in the Class Notice. Class Members who
12 have not requested exclusion by submitting a valid and timely opt out request, by the opt out
13 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
14 Judgment.

15 12. Any Class Member may object to the Settlement Agreement or express his or her
16 views regarding the Settlement Agreement, and may present evidence and file briefs or other
17 papers that may be proper and relevant to the issues to be heard and determined by the Court as
18 provided in the Class Notice.

19 13. The Motion for Final Approval shall be filed by the Class Representatives no later
20 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

21 14. The Court reserves the right to adjourn or continue the date of the Final Fairness
22 and Final Approval Hearing and all dates provided for in the Settlement Agreement without
23 further notice to the Class, and retains jurisdiction to consider all further applications arising out
24 of or connected with the Settlement Agreement.

25 IT IS SO ORDERED.

26 DATED: 11/18/2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

HON. SAMANTHA JESSNER
SUPERIOR COURT OF CALIFORNIA