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FILED
Superior Court of California
County of Los Angeles
03/18/2026

David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

5 Attorneys for Plaintiffs EVELYN THREETS, GARY WHITE,
6 and STEVE VILLALOBOS on behalf of themselves and others
similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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

13 *Plaintiff,*

14 v.

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

17 *Defendants.*

Case No. 24STCV08943

[Assigned for all purposes to the Hon. Theresa M. Traber]

~~AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: December 18, 2025
Time: 9:00AM
Dept.: 1

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

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1 RECITALS

2 Following a mediation on June 16, 2025, Plaintiffs EVELYN THREETS, GARY WHITE,
3 and STEVE VILLALOBOS (“Plaintiffs”), on behalf of themselves and on behalf of the Putative
4 Class, and Defendnat URBAN ALCHEMY (“Defendant”) executed a class action and PAGA
5 settlement agreement, which was submitted to this Court as Exhibit 1 to the Declaration of David
6 Arakelyan, filed concurrently with the Motion for Preliminary Approval (“Motion”) on December
7 5, 2025. The Court reviewed the Motion and issued a tentative ruling on December 17, 2025,
8 ordering the Parties to make several revisions to the settlement agreement and the notice.

9 The Parties subsequently made the requested changes, including clarifying several defintions
10 (Aggrieved Employee, Class Member, PAGA Group), inserting language regarding the notice of
11 judgment and identifying the *cy pres* in the Class Notice. Defendant also submitted additional
12 information regarding its financial condition, as requested by the Court in its tentative ruling. The
13 Parties subsequently executed the revised settlemenet agreement on January 28, 2026 (hereafter, the
14 “Revised Settlement” “Revised Settlement Agreement”). The Revised Ssettlement Agreement was
15 also submitted to this Court on January 29, 2026 as Exhibit 4 to the Supplemental Declaration of
16 David Arakelyan. Unless otherwise provided in this Order, all capitalized terms shall have the same
17 meaning as set forth in the Revised Settlement Agreement. Pursuant to the Court’s March 6, 2026,
18 Order, Plaintiff’s Counsel also submitted an Amended Proposed Order for the Court’s signature.

19 Plaintiffs’ motion for an order preliminarily approving the settlement of this action,
20 approving the revised form notice of settlement, and setting a final approval hearing (“Motion”)
21 came on for hearing in Department 1 of this Court on December 18, 2025. Subsequently, the Court
22 scheduled a non-appearance case review for March 16, 2026, to review the Parties supplemental
23 filings.

24 This Court, having fully considered Plaintiffs’ Motion, the Memorandum in support, the
25 Declarations in support, the Revised Settlement Agreement, the revised proposed form of Class
26 Notice, and the financial documents and supporting declarations submitted by Defendant, finds that:
27 (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should
28 be held after notice to the Class (defined below) of the proposed settlement to determine if the

1 Revised Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Final
2 Order and Judgment should be entered in this action based upon the Revised Settlement Agreement,
3 and (2) the PAGA Settlement is fair and adequate and should be approved.

4 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

5 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
6 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

7 1. The Court finds that certification of the following class, for settlement purposes only,
8 is appropriate:

9 “all persons employed by Defendant, collectively, or separately, and/or any staffing
10 agencies and/or any other third parties in hourly or non-exempt positions in California
11 during the Class Period,” which is from July 2, 2022, through July 31, 2025.

12 2. The Court grants preliminary approval of the terms and conditions contained in the
13 Revised Settlement Agreement. The Court finds that the terms of the Revised Settlement Agreement
14 are within the range of possible approval at the final approval hearing.

15 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
16 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
17 the absence of class certification and settlement, each individual Class Member would have to
18 litigate core common issues of law and fact, all relating to Defendants’ alleged wage-and-hour
19 violations asserted in the action; (iii) the typicality requirement because Plaintiffs and the Class
20 Members’ claims all arise from the same alleged events and course of conduct, and are based on the
21 same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the
22 same interests as all members of the Class, and they are represented by experienced and competent
23 counsel.

24 4. The Court further finds, preliminarily and for settlement purposes only, that common
25 issues predominate over individual issues in this litigation and that class treatment is superior to the
26 other means of resolving this dispute. Employing the class device here will not only achieve
27 economies of scale for Class Members with individual claims, but also conserve the resources of
28 the judicial system and preserve public confidence in the integrity of the system by avoiding the

1 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
2 adjudications of similar issues and claims.

3 5. For settlement purposes only, the Court finds that Plaintiffs are adequate class
4 representatives and appoint them as such. The Court further finds that Emil Davtyan, David
5 Yeremian, David Keledjian, and David Arakelyan, of D.Law, Inc., have adequately represented
6 Plaintiffs and the Class in this litigation, and the Court appoints them as Class Counsel.

7 6. The Court appoints Apex Class Action LLC (“Apex”) to perform the duties of a
8 Settlement Administrator for the purpose of issuing the Class Notice and administering the
9 Settlement.

10 7. The Court recognizes that certification under this Order is for *settlement purposes*
11 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
12 of Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this
13 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,
14 should the proposed Revised Settlement Agreement not be granted final approval.

15 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

16 8. The Court has reviewed the Revised Settlement Agreement and the proposed Class
17 Notice to the Revised Settlement Agreement. The Court finds, on a preliminary basis, that the
18 settlement amount, as described in the Revised Settlement Agreement appears to be within the range
19 of reasonableness of a settlement that could ultimately be given final approval by this Court. It
20 appears to the Court on a preliminary basis that:

21 a. The settlement amount is fair and reasonable to all Class Members when
22 balanced against the probable outcome of further litigation relating to liability and damages issues;

23 b. Extensive and costly investigation and research have been conducted such
24 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

25 c. Settlement at this time will avoid additional substantial costs, such as those
26 that have already been incurred by both parties, as well as avoid the delay and risks that would be
27 presented by the further prosecution of this litigation; and

28 d. The proposed settlement has been reached as the result of intensive, serious,

1 and non-collusive arm's-length negotiations.

2 9. The Court further approves the following representative group of employees as
3 governed by the Revised Settlement Agreement with respect to the PAGA claim:

4 "all persons employed by Defendant, collectively, or separately, and/or any staffing
5 agencies and/or any other third parties in hourly or non-exempt positions in California
6 during the Class Period," which is from July 2, 2022, through July 31, 2025.

7 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
8 conditions contained in the Revised Settlement Agreement. The Court finds that the terms of the
9 PAGA Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor
10 Code § 2699(1)(2).

11 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
12 object to, the PAGA Settlement.

13 12. If the Court does not grant final approval of the Revised Settlement Agreement,
14 approval of the PAGA Settlement will be vacated.

15 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

16 **AND TIMELINE FOR SENDING CLASS NOTICE**

17 13. This Court finds that the Class Notice fairly and adequately advises the potential
18 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
19 benefits available under the Revised Settlement Agreement, as well as the right of Class Members
20 to opt out of the class, to file documentation in opposition to the proposed settlement, and to appear
21 at the settlement hearing to be conducted on the date set by the Court. The Court further finds that
22 the Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
23 Class Member at their last known address comports with all constitutional requirements, including
24 those of due process under the United States and California constitutions, and meets the
25 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
26 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

27 14. The Settlement Administrator shall, as soon as practicable, but no later than
28 _____ (in no event should this date be more than 14 days after the

1 Settlement Administrator receives the Class Data), cause the Class Notice to be mailed by first class
2 mail to all known members of the Class certified by this Court in this action to the most recent
3 address in Defendants' business records for each known member of the Class. The mailing of the
4 Class Notices directed in this Order constitutes the best notice practicable under the circumstances
5 and sufficient notice to all members of the Class.

6 15. The costs of settlement administration, including the cost of printing and mailing the
7 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
8 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the Revised
9 Settlement Agreement.

10 16. Each member of the Class who wishes to be excluded from the Class must submit a
11 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
12 Member who does not submit a timely request to be excluded from the Settlement consistent with
13 the terms of the Revised Settlement Agreement shall be bound by the terms of the Revised
14 Settlement Agreement.

15 **OBJECTIONS TO SETTLEMENT**

16 17. Any member of the Class who has not timely elected to be excluded from the Class,
17 and who wishes to object to the fairness, reasonableness, or adequacy of the Revised Settlement
18 Agreement or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to
19 the Settlement Administrator a written statement of the objection, as well as the specific reasons, if
20 any, for each objection. The Settlement Administrator will promptly transmit any objections it
21 receives to Class Counsel and Defendants' counsel.

22 18. All written objections must be signed by the Class Member and include the
23 information specified in the Class Notice.

24 19. A Class Member may appear either in person or through personal counsel at the Final
25 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
26 the Class Member's expense.

27 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
28 of any and all objections or written requests for exclusion that come into their possession.

FINAL APPROVAL FAIRNESS HEARING

21. The Court grants Plaintiffs’ motion to set a settlement hearing for final approval of the Revised Settlement Agreement on July 27 .2026, at 10:30 a.m. in Department 1 of this Court (“Final Hearing”), as set forth in the Class Notice, to determine whether the proposed settlement of this action is fair, reasonable and adequate and should be finally approved. The Court will also consider at the Final Hearing whether applications for Plaintiffs’ attorneys’ fees and costs and class representative service payments to Plaintiffs should be granted and, if so, in what amounts.

22. Class Counsel shall file Plaintiffs’ memorandum in support of the final approval of the Revised Settlement Agreement and their request for approval of the attorneys’ fees, litigation costs, and service payments no later than 16 court days prior to the Final Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the Revised Settlement Agreement that will adjudicate the rights of all Class Members.

23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes in four installments. The four payments, totaling the Gross Settlement Amount, shall be made as follows:

- The first installment payment in the amount of \$287,500.00 shall be made 7 days after the Effective Date;
- The second installment payment in the amount of \$287,500 shall be made 6 months after the first installment.
- The third installment payment in the amount of \$287,500 shall be made 6 months after the second installment.
- The fourth installment payment in the amount of \$287,500 shall be made 6 months after the third installment.

24. All discovery and other pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Revised Settlement Agreement and this Amended Order.

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