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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**
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11 DANIELA ARBELAEZ ACEVEDO and
12 MYRELLA THOMAS, as individuals, and
13 on behalf of themselves and on behalf of all
persons similarly situated,

14 Plaintiffs,

15 v.

16 ACES 2020 I, LLC, a Limited Liability
17 Company, and DOES 2 through 50,
18 inclusive,

19 Defendants.
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Case No. 24CV061880

Hon. Somnath Raj Chatterjee
Dept. 21

CLASS ACTION

**Amended [Proposed] Order Granting Final
Approval of Class Action Settlement and
Attorneys' Fees and Costs and Entering
Judgment**

Motion for Final Approval/Attorneys' Fees:

Date: November 4, 2025

Time: 2:30 p.m.

Action Filed: January 30, 2024

1 The unopposed motion of Plaintiffs Daniela Arbelaez Acevedo and Myrella Thomas
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant ACES 2020, LLC, doing business in California as ACES 2020 I, LLC
4 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator duly
5 came on for hearing on November 4, 2025 before the Honorable Somnath Raj Chatterjee.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the motion,
9 the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before the
12 Superior Court for the State of California, in and for the County of Alameda, and over all Parties to this
13 litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
15 law, the Court finds that the Gross Settlement Amount of Two Million Three Thousand One Hundred
16 Twelve Dollars and Seventy-Seven Cents (\$2,003,112.77) and the terms set forth in the Agreement are
17 fair, reasonable, and adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length negotiations
19 conducted after Class Counsel had adequately investigated the claims and became familiar with the
20 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance
21 of an experienced mediator in the settlement process, among other factors, support the Court’s
22 conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On April 4, 2025, the Court granted preliminary approval of the Settlement. At this same
25 time, the Court approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

27 6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice
28 was mailed by first class mail to members of the Class at their last-known addresses on or about May

2, 2025. The mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was July 1, 2025, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiffs and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. Class Counsel recommended approval of the Agreement.

1 d. The percentage of objectors and requests for exclusion is small. Zero objections were
2 received. Two requests for exclusion were received.

3 e. The participation rate was high. 7,585 Class Members will be mailed a settlement
4 payment, representing 99.97% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the Agreement
6 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this
7 action and is fair, reasonable and adequate compensation for the release of Class Members' claims,
8 given the uncertainties and significant risks of the litigation and the delays which would ensue from
9 continued prosecution of the action.

10 10. The Agreement is approved as fair, adequate and reasonable and in the best interests of
11 the Class Members.

12 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

13 11. An award of \$600,933.60 for attorneys' fees, representing one-third of the Gross
14 Settlement Amount, and \$30,222.53 for litigation costs and expenses, is reasonable, in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved
16 by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing
17 statement.

18 **Class Representative Service Payments**

19 12. The Agreement provides for Class Representative Service Payments of not more than
20 \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative
21 Service Payments in the amount of \$7,500.00 each to the Plaintiffs are reasonable in light of the risks
22 and burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and
23 prosecuting this matter on behalf of the Class.

24 **Administration Expenses Payment**

25 13. The Administrator shall calculate and administer the payment to be made to the Class
26 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
27 Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate
28 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has

documented \$42,550.00 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of \$33,000, which shall be allocated \$24,750 to the Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$8,2500 to be distributed to the Aggrieved Employees and allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$8,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “Aggrieved Employees” are all individuals who were employed by Defendant and classified as a non-exempt employee in the State of California at any time during the PAGA Period (February 15, 2022 through November 5, 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who were employed by Defendant and classified as a non-exempt employee in the State of California at any time during the Class Period, except (1) individuals who began employment with Defendant on or after November 1, 2023 and who signed an arbitration agreement during onboarding and (2) any named plaintiff in the matter *Allen v. ACES 2020 I, LLC et. al.*, Superior Court for the County of Contra Costa, Case No. C23-00916 (January 1, 2022 through November 5, 2024).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. Drew Hunter Williams and Theresa Denise Harris.

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best
2 interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund the
3 amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the Agreement,
4 by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5 18. Class Counsel are awarded attorneys' fees in the amount of \$600,933.60 and costs in
6 the amount of \$30,222.53. The Class Counsel Fees Payment shall be allocated among Class Counsel
7 as follows: 37.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; 12.5% collectively to Zakay
8 Law Group, APLC and JCL Law Firm, APC; and 50% to Ferraro Vega Employment Lawyers, Inc.
9 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
10 Plaintiffs or members of the Class.

11 19. The payment of Class Representative Service Payments in the amount of \$ 7,500.00
12 each to the Plaintiffs is approved.

13 20. The payment of \$42,550.00 to the Administrator for its fees and expenses is approved.

14 21. The PAGA Penalties amount of \$33,000 is approved and is to be distributed in
15 accordance with the Agreement.

16 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a
17 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

18 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
19 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
20 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment (other
21 than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor
22 any document referred to herein, nor any action taken to carry out the Agreement is, may be construed
23 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
24 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings
25 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
26 concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions,
27 Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment,
28 the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to

support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

27. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

28. Effective upon the entry of final judgment, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all class claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security, workers'
2 compensation, or Class claims based on facts occurring outside the Class Period.

3 b. Plaintiffs, as the proxy and agent of the LWDA, are deemed to release the
4 Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for
5 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
6 the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt
7 position in California. The Released PAGA Claims do not include all other claims including claims for
8 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
9 unemployment, discrimination, unemployment insurance, disability, social security, worker’s
10 compensation, and PAGA claims outside of the PAGA Period.

11 c. Plaintiffs and their respective former and present spouses, representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
13 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, as
14 fully set forth in the Agreement.

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1 29. For any Class Member or Aggrieved Employee whose Individual Class Payment check
2 or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds to UC San Diego Autism Center of Excellence as the Cy Pres Recipient. The
4 Administrator must not distribute the funds to the Cy Pres Recipient until after the Court has approved
5 the final accounting and the distribution to the Cy Pres Recipient.

6 30. The Court hereby enters judgment in the entire Action as of the filing date of this Order
7 and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this
8 Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation,
9 implementation, and enforcement of the Settlement and all orders entered in connection therewith
10 pursuant to California Code of Civil Procedure section 664.6.

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12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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14 Date: _____

15 THE HONORABLE SOMNATH RAJ CHATTERJEE
16 JUDGE OF THE SUPERIOR COURT
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