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12 Attorneys for Plaintiff,
13 JENNEFER SING,
14 and all putative class members

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

18 JENNEFER SING, an individual, on behalf of
19 herself and all others similarly situated,

20 Plaintiff,

21 vs.

22 VIANT UPLAND, INC., a California
23 Corporation, and DOES 1-50, inclusive,

24 Defendant.
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Case No.: 23STCV21127
Assigned to The Hon. Carolyn B. Kuhl

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND FINAL JUDGMENT
THEREON**

FILED
Superior Court of California
County of Los Angeles

10/01/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 On October 1, 2025, a hearing was held on Plaintiff JENNEFER SING's unopposed Motion
2 for Final Approval of the Class Action and PAGA Settlement Agreement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Class Representative Service Payment.

4 The Parties have submitted their Class Action and PAGA Settlement Agreement and Class
5 Notice ("Settlement"), which this Court preliminarily approved on July 18, 2025 (the "Preliminary
6 Approval Order"). Under the Preliminary Approval Order, Class Members have been given
7 adequate notice of the terms of the Settlement and the opportunity to object to it, submit a dispute,
8 or to exclude themselves from it.

9 Having received and considered the Settlement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court before entering the Preliminary Approval
11 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
12 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
15 Order and Judgment adopts all defined terms set forth in the Settlement.

16 2. For settlement purposes only, the Court grants certification of the Class. The Class
17 is defined as:

18 All persons who are employed or have been employed by Defendant
19 in the State of California as hourly, non-exempt employees at any
20 time within the period beginning August 31, 2019, and ending on
21 February 23, 2025.

22 3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
23 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") was sent to each
24 Class Member on July 18, 2025, by first-class mail. The Class Notice informed Class Members of
25 the terms of the Settlement, their right to receive an Individual Class Payment, their right to
26 comment on or object to the Settlement and/or the attorneys' fees and costs, their right to elect not
27 to participate in the Settlement and pursue their own remedies, their right to appear in person and/or

1 by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement, and
2 of other actions pending against Defendant. Adequate periods of time were provided by each of
3 these procedures.

4 4. The Court finds and determines that no individuals requested to opt out of the
5 Settlement. No Class Members submitted objections or disputes.

6 5. The Court finds and determines that this notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding approval of the Settlement based on the responses of Class Members. The Court finds
9 and determines that the notice provided in this case was the best notice practicable, which satisfied
10 the requirements of law and due process.

11 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
12 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
13 each Class Member and that the Participating Class Members will be bound by the Settlement, that
14 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
15 should be and hereby are ordered to be consummated.

16 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in the
17 amount of \$600,000, and the Individual Class Payments to be paid to the Participating Class
18 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
19 and orders the payment of those amounts to be distributed to the Participating Class Members out
20 of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the
21 Settlement, the Settlement Administrator is directed to make the payments to each Participating
22 Class Member. The monetary terms of the Settlement, detailed in the following chart, are discussed
23 further below.

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Gross Settlement Amount		\$600,000.00
Plaintiff's Enhancement	\$12,500.00	\$15,000.00
Plaintiff's Attorney Fees		-\$199,980.00
Plaintiff's Costs		-\$20,974.61
PAGA Payment to LWDA		-\$37,500.00
PAGA Payment to Aggrieved Employees		-\$12,500.00
Settlement Administration		-\$7,950.00
Net Settlement Amount for Distribution to the Class		\$306,095.39 \$308,595.39

8. The Court finds and determines that the Settlement Administration Cost for the Settlement in the amount of \$7,950.00 is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement.

9. The Court finds and determines that the request by Plaintiff JENNEFER SING for an Enhancement Payment is fair and reasonable and hereby orders that the requested payment in the amount of \$15,000 to be paid to Plaintiff out of the Gross Settlement Amount.

10. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that \$199,980 (33.33% of the Gross Settlement Amount) be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to \$20,974.61 be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

12. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

13. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of

1 the State of California, and all PAGA Aggrieved Employees will forever completely release and
2 discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

3 14. Pursuant to the terms of the Settlement, Plaintiff makes an additional general release
4 as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and benefits
5 afforded by Section 1542 which states:

6 **A general release does not extend to claims which the creditor or releasing**
7 **party does not know or suspect to exist in his or her favor at the time of**
8 **executing the release and that, if known by him or her, would have materially**
9 **affected his or her settlement with the debtor or released party.**

10 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
11 under the Settlement or under this Order, including the requirement that Defendant make payment
12 in accordance with the Settlement.

13 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
14 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
15 positions in the action as those positions existed immediately before the Parties executed the
16 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
17 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
18 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
19 or in any other action.

20 17. The Parties entered into the Settlement solely for the purpose of compromising and
21 settling disputed claims. Defendant in no way admits any violation of law or any liability
22 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
23 denied by Defendant.

24 18. All uncashed settlement checks will be delivered to the California State Controller's
25 Unclaimed Property Division in the name of the Class Member leaving no unpaid residues subject
26 to the requirements of California Code of Civil Procedure Section 384(b).

1 19. By means of this Final Approval Order, this Court hereby enters final judgment in
2 this Action.

3 20. Without affecting the finality of this Final Approval Order and Judgment in any
4 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
5 relating to the interpretation, administration, implementation, effectuation and enforcement of this
6 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

7 21. The Parties are hereby ordered to comply with the terms of the Settlement.

8 22. Each side is to bear its own costs and attorneys' fees except as provided by the
9 Settlement and this Final Approval Order and Judgment.

10 23. The Court sets a ^{NACR re distribution of funds} ~~final accounting hearing~~ for 12/21/26 @ 4:30 p.m. . Plaintiff must
11 file a final report 9 days before the final accounting hearing.

12
13 **IT IS SO ORDERED AND ADJUDICATED.**

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15 DATED: 10/01/2025



A handwritten signature in black ink, reading "W. F. Highberger".

16 William F. Highberger / Judge
17 ~~Honorable Carolyn B. Kuhl~~
18 Judge of the Superior Court
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PROOF OF SERVICE

Case No. 23STCV21127

Sing v. Viant Upland, Inc.,

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 Sout Kenwood Street, Glendale, California, 91205.

On September 8, 2025, I served the foregoing document described as:

1. **NOTICE OF MOTION FOR: (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; (2) APPROVAL OF ATTORNEYS' FESS; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR: (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF ATTORNEYS' FEES; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
3. **[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, CLASS REPRESENTATIVE SERVICE PAYMENT, AND FINAL JUDGMENT THEREON;**
4. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT;**
5. **DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION;**
6. **DECLARATION OF JENNEFER SING;**
7. **DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**

 X

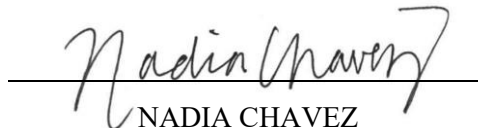
BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this September 8, 2025, in Glendale, California.


NADIA CHAVEZ

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PROOF OF SERVICE

Case No. 23STCV21127
Sing v. Viant Upland, Inc.,

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