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**FILED/ENDORSED**  
JUN 14 2022  
By T. Shaddix, Deputy Clerk

6 Attorneys for Plaintiff Christie Winston individually  
7 and on behalf of all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SACRAMENTO**

10  
11 **CHRISTIE WINSTON, individually and on**  
12 **behalf of all others similarly situated,**

13 **Plaintiff,**

14 **vs.**

15 **EXECAP, INC., a California Limited Liability**  
16 **Corporation, EXECUTIVE AUTOPILOTS,**  
17 **INC., a California Corporation, ANDREY**  
18 **KALCHENKO, an individual, and DOES 1**  
19 **through 20 inclusive,**

20 **Defendants.**

Case No.: 34-2018-00234725-CU-OE-GDS

**[PROPOSED] ORDER AND**  
**JUDGMENT RE: PLAINTIFF'S**  
**MOTION FOR FINAL APPROVAL OF**  
**CLASS ACTION SETTLEMENT;**

Date: May 18, 2022

Time: 1:30 p.m.

Dept: 25

Res. No: 2635976

Complaint Filed: June 13, 2018

Trial Date: None

**BY FAX**

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4814-4130-2610.1

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTIONS FOR FINAL APPROVAL AND JUDGMENT**

1           This matter came on for hearing on May 18, 2022 at 1:30 p.m., in Department 25 of the  
2 above-entitled court located at 720 9<sup>th</sup> Street, Sacramento, California, 95814 regarding Plaintiff's  
3 Motion for Final Approval of Class Action Settlement. Having fully reviewed and considered the  
4 moving papers, and having analyzed the Class Action Settlement Agreement ("Settlement  
5 Agreement") as modified by the Parties' Class Action Settlement Agreement Addendum  
6 ("Addendum") between Plaintiff Christie Winston ("Plaintiff") and Defendants EXECAP, INC.,  
7 a California Limited Liability Corporation, EXECUTIVE AUTOPILOTS, INC., a California  
8 Corporation, ANDREY KALCHENKO, and individual (collectively "Defendants"), attached as  
9 Exhibits A-B to the Declaration of Daniel Bass, **THIS COURT HEREBY MAKES THE**  
10 **FOLLOWING ORDERS:**

11           1.       This Order and Judgment incorporates by reference the definitions in the Settlement  
12 Agreement, which, together with the exhibit attached thereto, sets forth the terms and conditions  
13 for a proposed settlement of and judgment in the Action, and all terms defined therein shall have  
14 the same meaning in this Order as set forth in the Settlement Agreement.

15           2.       The Court has jurisdiction over Plaintiff and Defendants and the subject matter of  
16 the action.

17           3.       The Court hereby GRANTS judgment and final approval of the Settlement in the  
18 Gross Settlement Amount of \$75,000 upon the terms and conditions set forth in the Settlement  
19 Agreement as modified by the Parties' Addendum finding it to be fair, reasonable, and adequate.

20           4.       The Court has determined that the Notice fully and accurately informed all Class  
21 Members of the material elements of the Settlement, constituted the best notice practicable under  
22 the circumstances, and constituted valid, due, and sufficient notice to all Class Members.

23           5.       Because no valid objections were filed to the Settlement, the Effective Date means  
24 sixty (60) days after the date this Court enters this Final Approval Order and Judgment. Defendants  
25 are directed to provide payment to the Settlement Administrator in accordance with the terms of  
26 the Settlement Agreement as modified by the Parties' Addendum.

27           6.       This Court approves an award of attorneys' fees in the amount of \$20,000, and costs  
28 in the amount of \$4,350. The Court further approves a Class Representative Enhancement Award

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1 of \$5,000 to Plaintiff. Distribution of these amounts shall be made in accordance with the terms of  
2 the Settlement Agreement as modified by the Parties' Addendum.

3 7. The Court approves settlement administration costs in the amount of \$8,000 and  
4 authorizes the Settlement Administrator to pay itself this amount from the Gross Settlement  
5 Amount in accordance with the terms of the Settlement Agreement as modified by the Parties'  
6 Addendum.

7 8. The Court approves allocation of Two Thousand Dollars (\$2,000.00) to the release  
8 of the PAGA claim. From that allocation, the Settlement Administrator shall make the PAGA  
9 Payment to the California Labor and Workforce Development Agency in the amount of One  
10 Thousand Five Hundred Dollars (\$1,500.00). The PAGA Payment will be paid from the Gross  
11 Settlement Amount within fourteen (14) calendar days after Defendants provide funds to the  
12 Settlement Administrator for disbursement under this Agreement. The remaining Five Hundred  
13 Dollars (\$500) will be paid to the class.

14 9. The Court approves distribution of the Net Settlement Amount to the participating  
15 Class Members in accordance with the terms of the Settlement Agreement as modified by the  
16 Parties' Addendum.

17 10. As no Class Member submitted a request to be excluded from the Settlement upon  
18 the filing of this Order Granting Final Approval and Judgment, Participating Class Members will  
19 be deemed to have released the Released Parties from the Released Claims, as set forth in the  
20 Settlement Agreement as modified by the Parties' Addendum. Class Members who did not object  
21 to the Settlement as of the time of the Final Approval Hearing are barred from prosecuting or  
22 pursuing any objection to the Settlement or appeal of this Order Granting Final Approval and  
23 Judgment.

24 11. If the Settlement does not become final and effective in accordance with the terms  
25 of the Settlement Agreement as modified by the Parties' Addendum, any and all orders entered in  
26 connection herewith shall be rendered null and void and shall be vacated.

27 12. Neither this Order Granting Final Approval and Judgment nor the Settlement shall  
28 constitute an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Order

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1 Granting Final Approval and Judgment a finding of the validity or invalidity of any of the claims  
2 in the action or a finding of wrongdoing by Defendants herein.

3 13. Each of the parties will bear their own attorneys' fees and costs, except as provided  
4 for in the Settlement.

5 14. By signing and filing this Order Granting Final Approval and Judgment, the Court  
6 decrees that, as of the Effective Date, the Participating Class Members shall be conclusively  
7 deemed to have released and forever discharged the Released Parties from all Released Claims.  
8 This release bars Participating Class Members from asserting any of the Released Claims in any  
9 action or proceeding against any of the Released Parties.

10 15. Without affecting the finality of this Order Granting Final Approval and Judgment  
11 in any way, the Court reserves exclusive and continuing jurisdiction over the action for purposes  
12 of supervising the implementation, enforcement, construction, administration, and effectuation of  
13 the Settlement.

14 16. The Court hereby sets a final compliance hearing on 8/12, 2022 in  
15 Department 25 at 9:00 AM p.m. regarding the status of the final distribution of the settlement  
16 funds.

17 IT IS SO ORDERED.

18  
19 Dated: 6/14/22, 2022

  
20 Judge of the Superior Court

21 JILL H. TALLEY  
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