

EXHIBIT 1

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FILED
Superior Court of California
County of Los Angeles

03/06/2025

David W. Stryker, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

VERONICA BERNAL, individually, and on
behalf of other members of the general public
similarly situated; KAILIE FAGEN,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

A&E FAGEN, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BC712866

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**~~(REVISED PROPOSED)~~ FINAL
APPROVAL ORDER AND
JUDGEMENT**

Complaint Filed: July 5, 2018
FAC Filed: May 19, 2022
Trial Date: None Set

1 This matter came before the Honorable Kenneth R. Freeman in Department SSC14 of the
2 above-entitled Court, located at the Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012, on Plaintiff Kailie Fagen’s (“Plaintiff”) Motion for Final Approval of
4 Class Action Settlement, Attorneys’ Fees and Costs, and Enhancement Payment (“Motion for
5 Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Fisher & Phillips
6 LLP appeared on behalf of Defendant A&E Fagen, Inc. (“Defendant”).

7 On September 3, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Amended Joint Stipulation of Class
10 Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which,
11 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
12 Action.

13 On January 3, 2025, Plaintiff filed the Motion for Final Approval and papers in support
14 thereof, thereby seeking final approval of the Settlement Agreement.

15 On February 4, 2025, a hearing on the Motion for Final Approval was scheduled. However,
16 due to the Court’s unavailability, the hearing was continued to February 13, 2025 at 10:30 a.m. in
17 Department SSC14 of the above-captioned Court.

18 On February 13, 2025, the Court issued a tentative ruling, thereby granting the Motion for
19 Final Approval. The tentative ruling was not disputed and was adopted by the Court as its ruling.

20 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
21 oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

23 1. This Order incorporates by reference the definitions in the Settlement Agreement,
24 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
25 Settlement Agreement.

26 2. This Court has jurisdiction over the claims of the Class Members asserted in this
27 proceeding and over all parties to the Action.

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1 3. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
3 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
4 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
5 hereby defined to include:

6 All current and former hourly-paid or non-exempt employees of Defendant
7 within the State of California employed at any time during the Class Period
8 ("Class" or "Class Members").

9 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
10 Class Members and PAGA Employees, fully and accurately informed the Class Members of all
11 material elements of the Settlement and of their opportunity to participate in the Settlement, object
12 to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the
13 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
14 Members; and complied fully with the laws of the State of California, the United States
15 Constitution, due process and other applicable law. The Class Notice fairly and adequately
16 described the Settlement and provided the Class Members with adequate instructions and a variety
17 of means to obtain additional information.

18 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
19 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
20 specifically, the Court finds that the Settlement was reached following meaningful discovery and
21 investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"); that the Settlement is the
22 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
23 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
24 Court has considered all of the evidence presented, including evidence regarding the strength of
25 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
26 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
27 completed; and the experience and views of Class Counsel. The Court has further considered the
28 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court

1 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
2 the following terms and conditions.

3 6. A full opportunity has been afforded to the Class Members to participate in the
4 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
5 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
6 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
7 submit a timely and valid Request for Exclusion (“Settlement Class Members”), are bound by the
8 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the
9 State of California and all Class Members employed by Defendant at any time during the PAGA
10 Period (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval Order
11 and Judgment.

12 7. The Court finds that allocation of \$10,000.00 toward penalties under the California
13 Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate,
14 and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows:
15 the amount of \$7,500.00 to the California Labor and Workforce Development Agency (“LWDA
16 Payment”), and the amount of \$2,500.00 (“PAGA Employee Amount”) to be distributed to the
17 PAGA Employees on a *pro rata* basis (“Individual PAGA Payment”), in accordance with the terms
18 and methodology set forth in the Settlement Agreement.

19 8. The Court finds that payment of Settlement Administration Costs in the amount of
20 \$7,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
21 notice and settlement administration process. It is hereby ordered that the Settlement
22 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
23 \$7,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

24 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
25 the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA
26 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of
27 \$7,500.00 to Plaintiff Kailie Fagen for her Enhancement Payment, according to the terms and
28 methodology set forth in the Settlement Agreement.

1 10. The Court finds that the request for attorneys' fees in the amount of \$64,160.25 to
2 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
3 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
4 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
5 amount of \$64,160.25 to Class Counsel for attorneys' fees, in accordance with the terms and
6 methodology set forth in the Agreement.

7 11. The Court finds that reimbursement of litigation costs and expenses in the amount
8 of \$14,874.07 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
9 Settlement Administrator issue payment in the amount of \$14,874.07 to Class Counsel for
10 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
11 forth in the Agreement.

12 12. The Court hereby orders that upon full funding of the Total Settlement Amount and
13 the Effective Date, Plaintiff and all Settlement Class Members will be deemed to have fully,
14 finally, and forever released, settled, compromised, relinquished, and discharged the Released
15 Parties of any and all Released Class Claims, in accordance with the terms set forth in the
16 Settlement Agreement.

17 13. It is hereby ordered that upon full funding of the Total Settlement Amount and the
18 Effective Date, Plaintiff, the State of California, and all PAGA Employees will be deemed to have
19 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
20 Released Parties of any and all Released PAGA Claims, in accordance with the terms set forth in
21 the Settlement Agreement.

22 14. It is hereby ordered that Defendant shall deposit \$67,500.00 within thirty (30)
23 calendar days of Final Approval ("First Installment"), \$45,000.00 within six (6) months of the
24 First Installment payment deadline ("Second Installment"), \$40,000.00 within six (6) months of
25 the Second Installment payment deadline ("Third Installment"), and \$40,000.00, as well as an
26 amount sufficient to pay Employer Taxes, within six (6) months after the Third Installment
27 payment deadline ("Fourth Installment"), into a qualified settlement account established by the
28

1 Settlement Administrator, in accordance with the terms and methodology set forth in the
2 Agreement.

3 15. It is hereby ordered that within seven (7) calendar days after receipt of the Fourth
4 Installment from Defendant, the Settlement Administrator will distribute checks for all Individual
5 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA
6 Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff,
7 LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement
8 Administrator, in accordance with the terms and methodology set forth in the Agreement.

9 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
10 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
11 issued, and thereafter, shall be canceled. Pursuant to California Code of Civil Procedure Section
12 384, all funds associated with such canceled checks will be transmitted to the California State
13 Controller's Office Unclaimed Property Division in the name of the Settlement Class Member
14 and/or PAGA Employee at issue and in the amount of his or her respective Individual Settlement
15 Payment and/or Individual PAGA Payment within ten calendar (10) days after the expiration of
16 the settlement checks. Settlement Class Members whose Individual Settlement Payment checks
17 are cancelled shall, nevertheless, be bound to the Class Settlement. PAGA Employees whose
18 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA
19 Settlement.

20 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
21 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
22 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
23 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
24 any dispute arising from or in connection with the distribution of settlement benefits.

25 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
26 Settlement Class Members and PAGA Employees by posting a copy of the Final Approval Order
27 and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar
28

1 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
2 not required.

3 19. A Non-Appearence Case Review Re: Distribution is set for November 21, 2025 at
4 10:00 a.m. in Department SSC-14. Class Counsel shall submit a Declaration Re: Distribution
5 Report by noon on November 19, 2025.

6
7 Dated: 03/06/2025



8 
9 Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On March 13, 2025, I served the foregoing document(s) described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Alden J. Parker (aparker@fisherphillips.com)
Vicki Rathke (vrathke@fisherphillips.com)
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, CA 95814

Attorneys for Defendant A&E Fagen, Inc.

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the document described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(1). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on March 13, 2025, at Glendale, California.



Brenda Castillo