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**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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGEMENT**

Date: February 4, 2025
Time: 11:00 a.m.
Department: SSC14

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

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the 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 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

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

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

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

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

26 All current and former hourly-paid or non-exempt employees of Defendant
27 within the State of California employed at any time during the Class Period
28 (“Class” or “Class Members”).

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members and PAGA Employees, fully and accurately informed the Class Members of all
3 material elements of the Settlement and of their opportunity to participate in the Settlement, object
4 to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the
5 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
6 Members; and complied fully with the laws of the State of California, the United States
7 Constitution, due process and other applicable law. The Class Notice fairly and adequately
8 described the Settlement and provided the Class Members with adequate instructions and a variety
9 of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
22 the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
27 submit a timely and valid Request for Exclusion (“Settlement Class Members”), are bound by the
28 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the

1 State of California and all Class Members employed by Defendant at any time during the PAGA
2 Period (“PAGA Employees”) are bound by the PAGA Settlement and this Final Approval Order
3 and Judgment.

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

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$7,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
15 \$7,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

16 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
17 the work performed by Plaintiff on behalf of the Class, the State of California, and PAGA
18 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of
19 \$7,500.00 to Plaintiff Kailie Fagen for her Enhancement Payment, according to the terms and
20 methodology set forth in the Settlement Agreement.

21 10. The Court finds that the request for attorneys’ fees in the amount of \$64,166.67 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$64,166.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

27 11. The Court finds that reimbursement of litigation costs and expenses in the amount
28 of \$14,874.07 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the

1 Settlement Administrator issue payment in the amount of \$14,874.07 to Class Counsel for
2 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
3 forth in the Agreement.

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

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

14 14. It is hereby ordered that Defendant shall deposit \$67,500.00 within thirty (30)
15 calendar days of Final Approval ("First Installment"), \$45,000.00 within six (6) months of the
16 First Installment payment deadline ("Second Installment"), \$40,000.00 within six (6) months of
17 the Second Installment payment deadline ("Third Installment"), and \$40,000.00, as well as an
18 amount sufficient to pay Employer Taxes, within six (6) months after the Third Installment
19 payment deadline ("Fourth Installment"), into a qualified settlement account established by the
20 Settlement Administrator, in accordance with the terms and methodology set forth in the
21 Agreement.

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

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1 16. Each Individual Settlement Payment and Individual PAGA Payment check will be
2 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
3 issued, and thereafter, shall be canceled. Pursuant to California Code of Civil Procedure Section
4 384, all funds associated with such canceled checks will be transmitted to the California State
5 Controller's Office Unclaimed Property Division in the name of the Settlement Class Member
6 and/or PAGA Employee at issue and in the amount of his or her respective Individual Settlement
7 Payment and/or Individual PAGA Payment within ten calendar (10) days after the expiration of
8 the settlement checks. Settlement Class Members whose Individual Settlement Payment checks
9 are cancelled shall, nevertheless, be bound to the Class Settlement. PAGA Employees whose
10 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA
11 Settlement.

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

17 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
18 Settlement Class Members and PAGA Employees by posting a copy of the Final Approval Order
19 and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar
20 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
21 not required.

22 19. A Final Compliance Hearing is set for _____ at _____
23 a.m./p.m. in Department SSC-14. Class Counsel shall submit a final accounting report regarding
24 the status of the settlement administration at least five (5) court days prior to the Final Compliance
25 Hearing.

26
27 Dated: _____

28 _____
Honorable Kenneth R. Freeman
Judge of the Superior Court