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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SACRAMENTO**

13 **KAELYN FLEISSNER**, on behalf of herself
14 and all those similarly situated,

15 Plaintiff,

16 v.

17 **FEDEX OFFICE & PRINT SERVICES,**
18 **INC., and DOES 1 THROUGH 50, inclusive,**

19 Defendant.

Case No. 34-2022-00319739

**[PROPOSED] ORDER GRANTING
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

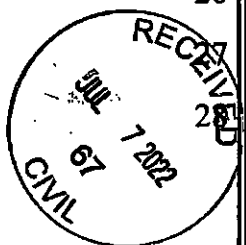
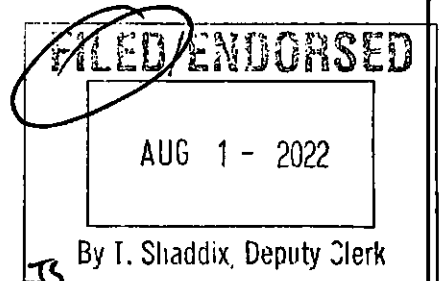
Complaint Filed: May 11, 2022
Trial Date: Not Yet Set

Hearing Date: July 29, 2022
Hearing Time: 9:00 a.m.
Department: 25
Judge: Hon. Jill H. Talley

Reservation Number: 2650652

23 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

24 This matter came on regularly for hearing before this Court on July 29, 2022, at 9:00 a.m.
25 Having considered the Parties' Joint Stipulation of PAGA Representative Action Settlement and
26 Release ("Settlement"), the documents and evidence presented in support thereof, and recognizing
the disputed factual and legal issues involved in this case, the risks of further prosecution, the



1 substantial benefits to be received by the State of California and the PAGA Members pursuant to
2 the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of
3 good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling
4 that the settlement is approved pursuant to California Labor Code § 2699(1). Good cause
5 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Order Granting Approval of
6 Representative Action Settlement, and ORDERS as follows:

7 1. "PAGA Members" means all individuals employed by FedEx Office as a non-
8 exempt Store Assistant Manager or Center Assistant Manager in a FedEx Office retail store
9 location in California between January 26, 2020 and December 1, 2021.

10 2. The "Effective Date" means the latest of: (a) the date of final affirmance of an
11 appeal of the Approval Order and Judgment; (b) the date of final dismissal with prejudice of the
12 last pending appeal from the Approval Order and Judgment; or (c) if no appeal is filed, the
13 expiration date of the time for the filing or noticing of any form of valid appeal from the Approval
14 Order and Judgment.

15 3. The Court hereby approves the Settlement as fair, reasonable, and adequate, and
16 directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

17 4. The Court orders that Defendant FedEx Office & Print Services, Inc. ("Defendant"),
18 shall deposit the Maximum Settlement Amount of Five Hundred and Fifty-Two Thousand Dollars
19 (\$552,000) with the Settlement Administrator within three (3) days after the Effective Date.

20 5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement
21 and Release of Claims attached to the Settlement as Exhibit A.

22 6. The Court approves the request for attorneys' fees of one-third the Maximum
23 Settlement Amount, in the amount of \$184,000.00 and costs in the amount of \$6,079.17 as fair,
24 reasonable, and adequate.

25 7. The Court approves the request for a Service Enhancement of \$4,000.00 to Plaintiff
26 Fleissner as fair and reasonable in recognition of the general release that she has executed, the
27 contributions she has made, and the risks she has undertaken on behalf of PAGA Members and the
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1 State of California.

2 8. The Court approves the reimbursement of Settlement Administration fees of up to
3 \$5,000.00.

4 9. Within three (3) days after the Effective Date, Defendant shall provide information
5 in an electronic format regarding all PAGA Members, including name(s), last known residence
6 addresses, Social Security numbers, and all Covered PAGA Pay Periods worked during the
7 Settlement Period, to the Settlement Administrator.

8 10. Within thirty (30) days after Defendant makes the payment of the Maximum
9 Settlement Amount to the QSF, the Settlement Administrator shall:

10 (a) distribute checks for the Individual Settlement Payments to all PAGA
11 Members;

12 (b) issue a settlement check to the LWDA for its payment of PAGA penalties;

13 (c) pay Plaintiff the awarded Service Enhancement;

14 (d) pay Plaintiff's Counsel the awarded attorneys' fees and costs; and

15 (e) pay itself the Court-approved settlement administration costs performed in
16 connection with the Settlement.

17 11. All Parties are ordered to abide by all terms of the Settlement Agreement, as
18 modified by this Order, and the Settlement Agreement will remain effective.

19 12. The Court hereby enters Judgment in the case. The Court shall have continuing
20 jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and
21 obligations contemplated by the Settlement Agreement have been fully executed.

22 13. The Court shall hold a hearing regarding compliance with this Order and the
23 Settlement on 1/27/23. Plaintiffs shall file a declaration confirming the final

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distribution of funds no later than seven (7) Court days prior to this hearing.

IT IS SO ORDERED.

DATED: 9/1, 2022


JUDGE OF THE SUPERIOR COURT
JILL H. TALLEY