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Attorneys for Plaintiff and the proposed class

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

FIDEL PEREZ, an individual, on behalf of
himself and others similarly situated,

PLAINTIFF,

v.

FAM, LLC; and DOES 1 thru 50, inclusive,
DEFENDANTS.

CASE NO. 21STCV33308

[Case Assigned for All Purposes to Hon.
Timothy Patrick Dillon in Dept. 15]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: June 22, 2026
Time: 10:00 AM
Dept.: 15

Complaint Filed: September 9, 2021
Trial Date: None Set

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

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 FIDEL PEREZ (“Class Representative” or “Plaintiff”) against Defendant FAM, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on June 22, 2026.

6 **WHEREAS**, Judge Timothy Patrick Dillon granted preliminary approval of the Class
7 Action and PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed
8 Declaration of Eric B. Kingsley as Exhibit “1”, on December 16, 2025.

9 **WHEREAS**, Plaintiff FIDEL PEREZ has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Eric B.
15 Kingsley; Fidel Perez; and Mayra Gonzalez of Phoenix Class Action Administration Solutions;
16 and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There is one (1) valid request for exclusion from Yesenia Galicia.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Settlement Class Members which, as to the Agreement and all
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
10 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
15 pendency of the Action, their right to object to or exclude themselves from the proposed
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
18 met all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitution (including the Due Process Clause), the California Rules of Court and
20 any other applicable law.

21 9. The Class is hereby made final. The Class is defined as:
22 all persons FAM, LLC employed in California and paid on an hourly
23 basis for one or more Workweeks during the Class Period. (the
"Class").

24 10. The "Class Period" is June 1, 2019, to October 11, 2024, except only for claims for
25 missed meal periods and penalties, for which "Class Period" means the period from November 21,
26 2021, to October 11, 2024.

27 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
28 defined as: all persons FAM, LLC employed in California and paid on an hourly basis for one or

1 more PAGA Pay Periods during the PAGA Period. (the “Aggrieved Employees”)

2 12. The “PAGA Period” is September 9, 2020 through October 11, 2024.

3 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
5 the Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
7 wrongdoing on the part of Defendant.

8 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
9 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
10 following release and expressly waive and relinquish any and all claims, rights or benefits that
11 they may have under California Civil Code § 1542, which provides:

12 “(i) all claims that were alleged, or reasonably could have been
13 alleged, based on the Class Period facts stated in the Operative
14 Complaint and ascertained in the course of the Action including (a)
15 unpaid wages, unpaid overtime, missed meal periods or premiums,
16 missed rest periods or premiums, or other wage violations; (b)
17 failure to provide accurate wage statements or keep wage records;
18 and (c) failure to indemnify necessary expenditures or losses
19 incurred by employees in discharge of duties or obedience to
20 directions; (d) waiting time or other statutory penalties; and (e)
21 violations of California’s Unfair Competition Law. Participating
22 Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, violation of the Fair
24 Employment and Housing Act, unemployment insurance, disability,
25 social security, workers’ compensation or claims based on facts
26 occurring outside the Class Period.”

27 15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
28 Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the
following release: “all claims for PAGA penalties that were or could have been alleged based on
all PAGA Period facts stated in the Operative Complaint and PAGA Notice, the facts ascertained
in the course of the Action, and the facts now unknown that could have been ascertained through
diligent discovery had the Action continued. Those released PAGA claims include, but are not
limited to, penalties for: (a) unpaid wages, unpaid overtime, missed rest periods or premiums, or
other wage violations; (b) failure to provide accurate wage statements or keep wage records; and

1 (c) failure to indemnify necessary expenditures or losses incurred by employees in discharge of
2 duties or obedience to directions.”

3 16. Plaintiff and all Settlement Class Members who have not been timely and properly
4 excluded from the Class, and any person acting on their behalf, are permanently barred and
5 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
6 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
7 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
8 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
9 Members into a separate class for purposes of pursuing as a purported class action (including by
10 seeking to amend a pending complaint to include class allegations, or by seeking class certification
11 in a pending action) any lawsuit based on or relating to the Released Claims;

12 17. The Agreement provides that the Gross Settlement Amount is five hundred eighty-
13 five thousand dollars and zero cents (\$585,000.00). The Net Settlement Amount shall be
14 determined according to the terms of the Agreement.

15 18. The Court orders the calculations and the payments to be made and administered in
16 accordance with the terms of the Agreement.

17 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
18 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
19 Kingsley Szamet Employment Lawyers as Class Counsel in the Action.

20 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
21 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
22 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$193,050.00
23 shall be paid for attorney fees and \$21,000.00 shall be paid for litigation costs.

24 21. The unopposed application of Class Counsel for an enhancement payment to
25 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$7,500.00 Class Representative
26 Enhancement Payment shall be allocated to Class Representative FIDEL PEREZ.

27 22. The unopposed application of Class Counsel for claims administration fees to
28 Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement

1 Amount, \$8,750.00 shall be paid for settlement administration fees.

2 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

4 24. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
5 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
6 Agency ("LWDA") in the amount of \$18,750.00. The Court further directs that the remaining
7 25% of the PAGA Penalties, in the amount of \$6,250.00 shall be allocated to the Net Settlement
8 Amount for distribution to the Settlement Class Members.

9 25. If a Settlement Class Member does not cash his or her settlement check by the void
10 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
11 of the Controller in the name of the class member who did not cash his or her Individual Class
12 Payment check.

13 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
14 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

15 27. The Court hereby grants and authorizes the Parties, without further approval from
16 the Court, to agree to and to adopt such amendments, modifications and expansions of this
17 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
18 do not limit the rights of Settlement Class Members under the Stipulation.

19 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
20 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
21 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
22 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
23 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
24 Settlement. Any disputes or controversies arising with respect to the interpretation,
25 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
26 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
27 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

28 ///

29. This Final Order shall constitute a final judgment.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 28, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

ED GREGORY LAW OFFICE

Ed Gregory
1528 Marion Drive
Email: edgregorylaw@outlook.com

FAM, LLC

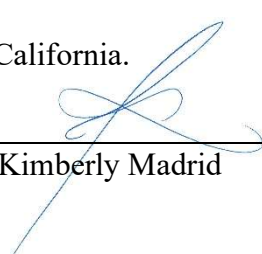
Colleen O'Brien
Nicolas Calzado
5553-B Bandini Blvd.
Bell, CA 90201
Email: cobrien@fambrands.com
ncalzado@fambrands.com

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 28, 2026, at Los Angeles, California.



Kimberly Madrid