

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Yasmin Hosseini (SBN 326399); Ani Menedjian (SBN 360616) FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 350 North Brand Boulevard, Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 E-MAIL ADDRESS: yasmin@calljustice.com; ani@calljustice.com ATTORNEY FOR (name): Marcus Lopez	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Orange County Complex	
PLAINTIFF/PETITIONER: Marcus Lopez DEFENDANT/RESPONDENT: Fairmont Schools, Inc. OTHER:	CASE NUMBER: 30-2022-01269531-CU-OE-CXC JUDICIAL OFFICER: Honorable Layne H. Melzer
PROPOSED ORDER (COVER SHEET)	DEPT: CX-102

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
 Marcus Lopez

2. Title of the proposed order:
 [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion for Final Approval of Class Action and PAGA Settlement
 - b. Date and time: October 30, 2025 at 2:00pm PST
 - c. Place: Department CX-102

4. The proposed order was served on the other parties in the case.

Yasmin Hosseini

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

CASE NUMBER:

30-2022-01269531-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

450 North Brand Blvd., Suite 900, Glendale, California 91203

b. My electronic service address is (*specify*): andy@calljustice.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Avi Attal

b. To (*electronic service address of person served*): aattal@cdflaborlaw.com

c. On (*date*): October 8, 2025

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: October 8, 2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 362399)
Ani Menedjian (SBN 360616)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE COUNTY

MARCUS LOPEZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

MARCUS LOPEZ, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01269531-CU-OE CXC
(Lead Case) Consolidated Case No(s): 30-
2022-01269635-CU-OE-CXC

Honorable Layne H. Melzer
Department CX-102

CLASS ACTION

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

Date: October 30, 2025
Time: 2:00 p.m.
Department: CX-102

Complaint Filed: July 11, 2022
Trial Date: None Set

1 This matter has come before the Honorable Layne H. Melzer, in Department CX-102 of
2 the above-entitled Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard,
3 Santa Ana, California 92701, on October 30, 2025 at 2:00 p.m., on Plaintiff Marcus Lopez’s
4 (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement, Attorneys Fees,
5 Litigation Costs, and Incentive Payment (“Motion for Final Approval”). Lawyers *for* Justice,
6 PC, appeared on behalf of Plaintiff and the Class, and CDF Labor Law LLP appeared on behalf
7 of Defendant Fairmont Schools, Inc. (“Defendant”).

8 On May 22, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Amendment No. 1 to the Joint Stipulation of Class Action and
12 PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”). On August 26,
13 2025, the Court entered an Order granting the Parties’ Joint Stipulation to Modify the Court’s
14 Preliminary Approval of Class Action and PAGA Settlement, which, together with the exhibits
15 annexed thereto and to the Preliminary Approval Order, set forth the terms and conditions for
16 settlement of the Actions.

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

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

- 20 1. The Motion for Final Approval is granted in its entirety.
- 21 2. This Final Approval Order and Judgment incorporates by reference the
22 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
23 terms used, but not defined, herein shall have the same meanings as in the Settlement
24 Agreement and Preliminary Approval Order.
- 25 3. Unless otherwise specified, all citations and references to the Private Attorneys
26 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version
27 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
28 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §

2699, subd. (v), as amended, because the notice to the Labor and Workforce Development Agency (“LWDA”) was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Actions and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the Actions as it pertains to the Actions and the claims asserted in the Actions.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former non-exempt employees of Defendant who worked in the State of California at any time during the period from July 13, 2018 through December 31, 2023 (“Class” or “Class Members”).

6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former non-exempt employees of Defendant who worked in the State of California at any time during the time period from April 20, 2021 through December 31, 2023 (“PAGA Members”).

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

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
2 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-
3 length negotiations between the parties. In so finding, the Court has considered all of the
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
5 expense, and complexity of pursuing the claims presented; the likely duration of further
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
8 including the monetary allocations and payments, appear within the range of reasonableness,
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues. The Court has further considered the absence of any objections by Participating Class
12 Members to the Class Settlement submitted by Class Members. Accordingly, the Court hereby
13 directs that the Settlement be affected in accordance with the Settlement Agreement and the
14 following terms and conditions.

15 9. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
18 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
19 Members who did not submit a timely and valid Request for Exclusion from the Class
20 Settlement (“Participating Class Members”), are bound by the Class Settlement and by this
21 Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of
22 the increased Gross Settlement Amount, shall waive, release, and discharge the Released
23 Parties, and each of them, from the Released Class Claims.

24 10. The Court finds that there are three (3) Class Members, Jennifer Fazio, Forouz
25 Nazeri, and Katie Bozorgi, who have excluded themselves from the Class Settlement, and are
26 therefore not bound by this Final Approval Order and Judgment.

27 11. The Court finds that Plaintiff Marcus Lopez has satisfied the prerequisites under
28 PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the

specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$100,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount of \$75,000.00 to the LWDA (“LWDA Payment”), and the amount of \$25,000.00 to the PAGA Members, in accordance with the terms and methodology set forth in the Agreement.

12. The Court determines that Plaintiff Marcus Lopez, and the State of California (with respect to PAGA Members), and all PAGA Members, **including, but not limited to, Jennifer Fazio, Forouz Nazeri, and Katie Bozorgi**, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date, shall waive, release, and discharge the Released Parties, and each of them, from the Released PAGA Claims.

13. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

14. The Court finds that payment of Administration Costs in the amount of \$11,250.00 to ILYM Group, Inc. (“ILYM Group, Inc.” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$11,250.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Incentive Payment in the amount of \$10,000.00 to Plaintiff Marcus Lopez is fair and reasonable, **and provides proper consideration for his appearance as a named plaintiff and also for the full release and Civil Code 1542 waiver**

1 **expressed in the Settlement Agreement**, and hereby approved. It is hereby ordered that the
2 Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Marcus Lopez
3 for his Incentive Payment, according to the terms set forth in the Settlement Agreement.

4 16. The Court finds that attorneys' fees in the amount of \$268,084.09 to Class
5 Counsel falls within the range of reasonableness and that the results achieved justify the award
6 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
7 payment in the amount of \$268,084.09 to Class Counsel for attorneys' fees, in accordance with
8 the terms and methodology set forth in the Settlement Agreement.

9 17. The Court finds that reimbursement of litigation costs and expenses in the
10 amount of \$14,509.56 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
11 that the Settlement Administrator issue payment in the amount of \$14,509.56 to Class Counsel
12 for reimbursement of litigation costs and expenses, in accordance with the terms and
13 methodology set forth in the Settlement Agreement.

14 18. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
15 Defendant shall make a one-time deposit the increased Gross Settlement Amount of
16 \$765,954.55 and the employer's share of payroll taxes and contributions with respect to the
17 wage portion of Individual Settlement Payments into an account established by the Settlement
18 Administrator, in accordance with the terms and methodology set forth in the Settlement
19 Agreement.

20 19. It is hereby ordered that within seven (7) calendar days following the funding of
21 the increased Gross Settlement Amount, the Settlement Administrator will issue payments due
22 under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments
23 to Participating Class Members, (b) Individual PAGA Payment to PAGA Members, (c) LWDA
24 Payment to the LWDA, (d) Incentive Payment to Plaintiff, (e) Attorneys' Fees and Litigation
25 Costs to Class Counsel, and (f) Administration Costs to the Settlement Administrator, in
26 accordance with terms and methodology set forth in the Settlement Agreement.

27 20. Each check issued to a Participating Class Member and/or PAGA Member for
28 his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a

1 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
2 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
3 to Participating Class Members and PAGA Members that have not been cashed or deposited
4 within the 180-day period shall be transmitted to the Controller of the State of California
5 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be held in
6 trust for those Participating Class Members and PAGA Members who did not timely cash their
7 Settlement checks. All Participating Class Members shall be bound by the terms and conditions
8 of the Class Settlement regardless of whether or not they cash or otherwise negotiate their
9 Individual Settlement Payment checks.

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

16 22. Individualized notice of this Final Approval Order and Judgment is not required.
17 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
18 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
19 date of entry of this Final Approval Order and Judgment.

20 23. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
21 Department CX-102. Class Counsel shall submit the Settlement Administrator's accounting
22 report regarding the status of the funding and disbursement of the Settlement at least five (5)
23 court days prior to the Final Compliance Hearing.

24 **IT IS SO ORDERED.**

25
26 DATE: _____

The Honorable Layne H. Melzer
Judge of the Superior Court

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