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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FELISSIA FRY, 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;

Plaintiff,

vs.

MERAKEY ALLOS, a Pennsylvania
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00032123-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

CLASS ACTION

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

Date: January 9, 2026
Time: 10:30 AM
Department: C-64

Complaint Filed: August 11, 2022
FAC Filed: October 20, 2022
SAC Filed: September 24, 2024
Trial Date: None Set

1 This matter has come before the Honorable Loren G. Freestone, in Department C-64 of
2 the above-entitled Court, located at 330 W Broadway, San Diego, California 92101, on January
3 9, 2026 at 10:30 AM, on Plaintiff Felissia Fry’s (“Plaintiff”) Motion for Final Approval of Class
4 Action and PAGA Settlement (“Motion for Final Approval”) and Motion for Attorneys’ Fees
5 and Costs and Incentive Award (“Motion for Fees”). Lawyers *for* Justice, PC, appeared on
6 behalf of Plaintiff and the Class, and Faegre Drinker Biddle & Reath LLP appeared on behalf of
7 Defendant Merakey Allos (“Defendant”).

8 On August 20, 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 action in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Action.

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

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

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the PAGA statute that
23 are contained within this motion and supporting papers are to the former version of the PAGA
24 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
25 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
26 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
27 2024.

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

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

9 All individuals who worked for Defendant as hourly-paid or non-exempt
10 employees in the State of California at any time during the period from August
11 11, 2018 through March 4, 2024 (“Class” or “Class Members”).

12 6. The “PAGA Group Members” are hereby defined to consist of the following
13 individuals:

14 All individuals who worked for Defendant as non-exempt employees in the State
15 of California at any time during the period from July 20, 2021 through March 4,
16 2024.

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

26 8. Pursuant to California law, the Court hereby grants final approval to the
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
28 Class as a whole. More specifically, the Court finds that the Settlement was reached following
meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-

length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections to the Class and PAGA Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement ("Settlement Class Members"), individually and on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Released Class Claims.

10. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("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(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$150,000.00 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 \$112,500.00 to the LWDA (“LWDA Payment”), and the amount of \$37,500.00 to the PAGA Group Members, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to PAGA Group Members), and all PAGA Group Members, individually and on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties, and each of them, from the Released PAGA Claims.

12. 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.

13. The Court finds that payment of Settlement Administration Costs in the amount of \$8,450.00 to Simpluris, Inc. (“Simpluris” 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 \$8,450.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within fifteen (15) calendar days after the Effective Date, Defendant shall deposit the escalated Gross Settlement Amount of \$1,948,750.00 and the

1 employer's share of payroll taxes and contributions with respect to the wage portion of
2 Individual Settlement Shares into an account established by the Settlement Administrator, in
3 accordance with the terms and methodology set forth in the Settlement Agreement.

4 15. It is hereby ordered that within seven (7) calendar days following the funding of
5 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
6 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
7 Settlement Class Members, (b) Individual PAGA Payments to PAGA Group Members, (c)
8 LWDA Payment to the LWDA, (d) Incentive Award to Plaintiff, (e) Attorneys' Fees and Costs
9 to Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in
10 accordance with terms and methodology set forth in the Settlement Agreement.

11 16. Each check issued to a Settlement Class Member and/or PAGA Group Member
12 for his or her Individual Settlement Payment and/or Individual PAGA Payments shall be valid
13 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
14 and after this time period, the check(s) shall be cancelled. The funds associated with checks
15 issued to Settlement Class Members and PAGA Group Members that have not been cashed or
16 deposited within the 180-day period shall be transmitted to the California Controller's
17 Unclaimed Property Fund in the name of the individuals to whom the checks had originally
18 been issued. All Settlement Class Members shall be bound by the terms and conditions of the
19 Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual
20 Settlement Payment checks.

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

27 18. Individualized notice of this Final Approval Order and Judgment is not required.
28 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on

1 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
2 date of entry of this Final Approval Order and Judgment.

3 19. A Final Compliance Hearing is set for _____ at
4 _____ a.m./p.m. in Department C-64. Class Counsel shall submit the Settlement
5 Administrator's accounting report regarding the status of the funding and disbursement of the
6 Settlement at least five (5) court days prior to the Final Compliance Hearing.

7 **IT IS SO ORDERED.**

8
9 DATE: _____

The Honorable Loren G. Freestone
Judge of the San Diego County Superior Court
of California