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FILED
San Diego Superior Court

DEC 18 2025

Clerk of the Superior Court
By: Y. Mapula, Deputy

12 Attorneys for Plaintiff Mary Femat, individually,
13 and on behalf of all others similarly situated.

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

16 MARY FEMAT, individually and on
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 JULIAN CHARTER SCHOOL, INC.;
21 and DOES 1 through 20, inclusive,

22 Defendants.

Case No. 37-2023-00011667-CU-OE-CTL

*Assigned for all purposes to
Hon. Joel R. Wohfeil
Dept. C-73*

**AMENDED PROPOSED ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: October 24, 2025

Time: 9:00 a.m.

Dept: C-73

1 The Court has received and considered the joint stipulation of Plaintiff Mary Femat, as an
2 individual, and on behalf of the people of the State of California and as an “aggrieved employee”
3 acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004,
4 § 2699, *et seq.* (“PAGA”) and Defendant Julian Charter School, Inc. in the above-captioned
5 action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PAGA SETTLEMENT
8 AGREEMENT and ADDENDUM TO PAGA SETTLEMENT AGREEMENT, copies of which
9 are attached as Exhibits 1 and 2, respectively, to the Declaration of Elizabeth P. Robles in Support
10 of Motion for Approval of PAGA Settlement. Plaintiff and Defendant confirm that Section 8 of
11 the PAGA SETTLEMENT AGREEMENT which provides the alternative option to permit
12 Defendant “to modify the end date of the PAGA Period to a date earlier than September 24, 2024,
13 where the pay periods do not exceed 4,000” has not been exercised and will not be exercised, as
14 confirmed by the ADDENDUM TO PAGA SETTLEMENT AGREEMENT. The PAGA
15 SETTLEMENT AGREEMENT and ADDENDUM TO PAGA SETTLEMENT AGREEMENT
16 will hereinafter be collectively referred to as the “Settlement Agreement” or “Settlement.” All
17 terms defined therein shall have the same meaning as set forth in the Settlement.

18 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
19 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
20 Aggrieved Employees in the Gross Settlement Amount of \$95,000.00. Of this, one-third of the
21 Gross Settlement Amount is awarded as attorney fees paid to Plaintiff’s Counsel, \$3,125.71 is
22 awarded as costs paid to Plaintiff’s Counsel, \$10,000.00 is awarded to Plaintiff in exchange for a
23 general release, and \$3,000 is awarded as administrative costs paid to the Settlement
24 Administrator. Of the remaining Net Settlement Amount, 75% shall be paid to the Labor and
25 Workforce Development Agency and 25% shall be paid to the PAGA Aggrieved Employees as
26 set forth in the Settlement Agreement.

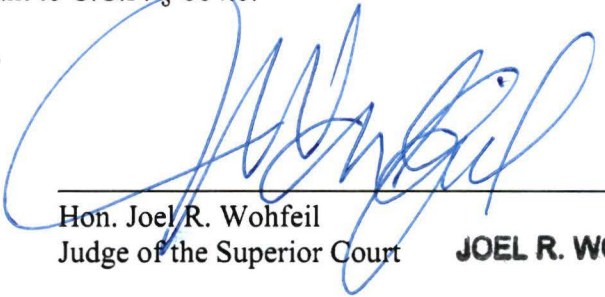
1 The Court hereby approves, as to form and content, the notice to be distributed to the
2 PAGA Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual PAGA
3 Payments will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted
4 to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Aggrieved
5 Employee whose check is voided.

6 ~~A Final Non-Appearence Hearing is set for November 13, 2026 at 9:00 a.m. before this~~
7 ~~Court. The Administrator is to file a declaration no later than 5 court days in advance to confirm~~
8 ~~that the distribution of funds is complete, including any distribution to the State Controller per~~
9 ~~the settlement agreement. If distribution efforts are not complete, counsel shall call the clerk and~~
10 ~~reschedule.~~

11 This Judgment is intended to be a final disposition in its entirety of the above captioned
12 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
13 of all matters relating to the interpretation, administration, implementation, effectuation, and
14 enforcement of the Settlement pursuant to C.C.P. § 664.6.

15 IT IS SO ORDERED.

16
17 Dated: 12-18-25


Hon. Joel R. Wohlfeil

Judge of the Superior Court

JOEL R. WOHLFEIL

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On October 24, 2025, I served the foregoing document(s) entitled:

- AMENDED PROPOSED ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

on all the appearing and/or interested parties in this action by delivering ☐ *the original*
☒ *a true copy* thereof on the party(ies) addressed below as follows:

Nicole M. Shaffer
Annalyse E. Butler
Emily Leamons
Jackson Lewis P.C.
225 Broadway Suite 1800
San Diego, CA 92101
Direct: 619 573 4914
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Attorneys for Defendant:
JULIAN CHARTER SCHOOL, INC

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc. 5(b)(2)(A).*)

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

Executed on October 24, 2025, at Irvine, California.

Laila Shams
Laila Shams