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8 CAMERON CRARY

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10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
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12 IN AND FOR THE COUNTY OF SAN JOAQUIN
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14 CAMERON CRARY, an individual,
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16 Plaintiff,

17 vs.

18 FARAGE FAMILY COMPANY, LLC; APRIL
19 FARAGE, an individual, & Does 1 through 10,
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21 Defendants.
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Case No. STK-CV-UOE-2023-0009637

Honorable Robert T. Waters

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT.**

Date: November 7, 2025

Time: 9:00 a.m.

Dept. 11B

[PROPOSED] ORDER

The Motion of plaintiff Cameron Crary (“Plaintiff”) for an Order Approving a PAGA Settlement pursuant to Labor Code section 2699, et seq. came on regularly for hearing on November 7, 2025. John Claassen appeared for Plaintiff. [[Joe Rose] appeared for the defendants Farage Family Company, LLC and April Farage.]

The Court has reviewed Plaintiff’s moving papers including the Notice of Motion and Motion, the Memorandum of Points and Authorities, and the Declarations of John Claassen and Cameron Crary. The Court has also reviewed Plaintiff’s moving papers in support of his Motion for approval of attorney’s fees, costs, and certain other expenses. It has also reviewed any papers submitted in opposition.

After reviewing such papers, considering argument of counsel and all necessary matter that the Court may or must take judicial notice of, the Court hereby GRANTS Plaintiff’s Motion for good cause shown:

1. The Court hereby approves the terms set forth in the PAGA Settlement Agreement (“Agreement”) for settlement of PAGA claims under Cal. Lab. Code section 2699(a)(2), finds the Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the PAGA Settlement. The Court finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA claims. (Agreement § 1.4.)

2. The Court confirms approval of the Agreement as to the following group of individuals, collectively referred to as the “Aggrieved Employees” means all current and former non-exempt workers who were employed by Defendants in California at any time from June 15, 2022, though the date of approval of this settlement. (Agreement § 1.19.)

3. The Court approves the following release of claims by Aggrieved Employees, pursuant to section 5 of the Agreement: “Conditioned upon Defendants fully and timely funding the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release and forever discharge the Released Parties for all PAGA Penalties arising during the PAGA Period, including, without limitation, all

1 PAGA Penalties for claims that were alleged in the Operative Complaint and the PAGA Notice. This
2 release shall be binding upon the Aggrieved Employees and their heirs, representatives, executors,
3 administrators, successors, spouses, agents, insurers, and assigns, and shall inure to the benefit of each
4 and all Released Parties, and to their heirs, representatives, executors, administrators, successors,
5 spouses, employees, and assignees.”

6 4. The express purpose of this Agreement and the Judgment to be entered by the Court
7 following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or
8 entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved
9 Employees) from asserting any of the released claims in any future litigation. It is the intent of the
10 Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior*
11 *Court* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved
12 Employee to bring a PAGA claim on behalf of the LWDA based on the released claims is completely
13 and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this
14 settlement and the judgment to be entered by the Court following approval by this settlement bars any
15 later-filed action asserting any of the released claims against any of the released parties at any time
16 between June 15, 2022, to the date of approval of this Agreement.

17 5. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to
18 calculate each Individual PAGA Payment, in accordance with the Agreement is approved under Cal.
19 Lab. Code § 2699(1)(2).

20 6. The Court appoints Phoenix Administrators as the Administrator, authorizing and
21 instructing the Administrator to calculate and pay the Aggrieved Employee payments in accordance with
22 the terms of the Agreement.

23 7. The Court retains exclusive and continuing jurisdiction over this action for the purposes
24 of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
25 Agreement.

26 8. Nothing in this Judgment or the Agreement shall be construed as an admission or
27 concession by any party. The Agreement and this resulting Judgment simply represent a compromise of
28 disputed allegations.

1 **JUDGMENT**

2 9. In accordance with and for the reasons stated in the Order, Judgment is hereby entered
3 consistent with the terms of this Order.

4 10. This Judgment is intended to be a final disposition of and dismissal of the Lawsuit in its
5 entirety, with prejudice.

6 IT IS SO ORDERED.

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9 Judge of the Superior Court
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