

1 **D.LAW, INC.**
Emil Davtyan (SBN 299363)
2 Emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
4 a.lindsay@d.law
Enoch J. Kim (SBN 261146)
5 e.kim@d.law
Arianna N. Razi (SBN 356930)
6 a.razi@d.law
450 N Brand Blvd, Suite 840
7 Glendale, CA 91203
Telephone: (818) 962- 6465
8 Facsimile: (818) 962-6469

9 *[Additional Counsel listed on the following page]*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SISKIYOU**

13 JEREMY D. FRALEY and JERRY D.
HAGERTY, individuals on behalf of
14 themselves and others similarly situated,

15 Plaintiffs,

16 vs.

17 ROSEBURG FOREST PRODUCTS CO., an
Oregon corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No. 23CV05757

CLASS ACTION

Assigned for All Purposes To:

Hon. JoAnn Bicego

Dept.: 2

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
ENTERING JUDGMENT**

Date: October 23, 2025

Time: 09:30 a.m.

Dept.: 2

Hagerty v. Roseburg Forest Products Co.:

Case No: 23CV07660

Original Complaint filed: August 3, 2023

First Amended Complaint filed: October 9, 2023

Fraley v. Roseburg Forest Products Co.:

Case No: 23CV05757

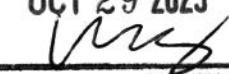
Original Complaint filed: June 20, 2023

First Amended Complaint filed: October 6,
2023

Second Amended Complaint filed: February
25, 2025

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU
YREKA BRANCH

OCT 29 2025

BY: 
DEPUTY CLERK

1 **DAVID YEREMIAN & ASSOCIATES, INC.**

David Yeremian (SBN 226337)

2 d.yeremian@d.law

450 N Brand Blvd, Suite 840

3 Glendale, CA 91203

Telephone: (818) 962- 6465

4 Facsimile: (818) 962-6469

5 **UNITED EMPLOYEES LAW GROUP, PC**

6 Walter Haines (SBN 71075)

wbaines@uelglaw.com

7 8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

8 Telephone: (562) 256-1047

Facsimile: (562) 256-1006

9
10 Attorneys for Plaintiff Jerry D. Hagerty,
on behalf of himself and others similarly situated

11 **AEGIS LAW FIRM, PC**

12 SAMUEL A. WONG, State Bar No. 217104

KASHIF HAQUE, State Bar No. 218672

13 JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

14 Telephone: (949) 379-6250

Facsimile: (949) 379-6251

15 Email: jcampbell@aegislawfirm.com

16 Attorneys for Plaintiff Jeremy D. Fraley,
17 on behalf of himself and others similarly situated

1 **ORDER**

2 Plaintiffs Jeremy D. Fraley and Jerry D. Hagerty ("Plaintiffs"), on behalf of themselves and
3 other similarly situated employees of Defendant Roseburg Forest Products Co. ("Defendant")
4 (collectively, "the Parties"), filed a Motion for Final Approval of Class Action and PAGA
5 Settlement Agreement ("Motion"). The Motion was set for hearing on October 23, 2025, at 09:30
6 a.m. in Department 2 of the Siskiyou Superior Court located at 411 Fourth Street, Yreka, CA
7 96097. The Court, having considered the Class Action and PAGA Settlement Agreement
8 ("Settlement Agreement" or "Settlement"), the Court Approved Notice of Class Action Settlement
9 and Hearing Date for Final Court Approval ("Class Notice"), all papers filed and proceedings, and
10 having received no objections to approval of the Settlement, and determining that the Settlement
11 is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

12 **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. This Order incorporates the Settlement Agreement. Unless otherwise provided, all
14 capitalized terms used in this Order shall have the same meaning as defined in the Settlement
15 Agreement.

16 2. Consistent with the definitions provided in the Settlement Agreement, the Class
17 consists of all persons currently or formerly employed by Defendant as a non-exempt employee in
18 California at any time during the Class Period, which is December 23, 2018 to January 7, 2025.

19 3. Because adequate notice has been disseminated and all potential Class Members
20 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject
21 matter of this proceeding and over all parties to this proceeding, including all Class Members. In
22 addition, the Court has personal jurisdiction over all Class Members with respect to the Action and
23 the Settlement.

24 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
25 Settlement Agreement, has been completed in conformity with the Court's April 24, 2025 Order
26 Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement
27 ("Preliminary Approval Order"), including individual notice to all Class Members who could be
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1 identified through reasonable effort, and was the best notice practicable under the circumstances.
2 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
3 in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement
4 Agreement and fully satisfied the requirements of California law, the California and United States
5 Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure §
6 382 and California Rules of Court rule 3.766, and any other applicable law. The Class Notice also
7 provided due and adequate notice to Class Members of their right to exclude themselves from the
8 Settlement, as well as their right to object to any aspect of the proposed Settlement.

9 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
10 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
11 reference, the Court finds the Settlement was entered into in good faith and further finds that the
12 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
13 Class Members. Plaintiffs have satisfied the standards and applicable requirements for final
14 approval of this class action Settlement under California law, including the provisions of California
15 Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil
16 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.
17 3d 800, 821 (1971).

18 6. The Court approves the Settlement as set forth in the Settlement Agreement and
19 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
20 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
21 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-
22 length negotiations. In granting final approval of the Settlement Agreement, the Court considered
23 the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
24 settlement proceeds among the Participating Class Members, and the fact that a settlement
25 represents a compromise of the Parties' respective positions rather than the result of a finding of
26 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
27 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
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1 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good
2 faith.

3 7. As of the date of this Order, Plaintiffs, all Participating Class Members and/or all
4 Aggrieved Employees shall be bound by the releases set forth in the Settlement Agreement. Except
5 as to such rights or claims that may be created by the Settlement, all Participating Class Members
6 as of the date of this Order who did not timely opt-out are forever barred and enjoined from
7 prosecuting or seeking to reopen the Released Class Claims, and any other claims released by the
8 Settlement Agreement, against the Released Parties. All Aggrieved Employees and the State of
9 California are enjoined from prosecuting or seeking to reopen the settled Released PAGA Claims
10 against the Released Parties.

11 8. Only one individual opted out from the Settlement, therefore there are 458
12 Participating Class Members, representing 99.78% of the 459 Class Members.

13 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
14 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
15 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
16 Action, or of any wrongdoing by Defendant or any of the other Released Parties.

17 10. The Court confirms Aegis Law Firm, PC, D.Law, Inc., David Yeremian &
18 Associates, Inc., and United Employees Law Group, PC as Class Counsel and finds that Class
19 Counsel has adequately represented the Class for purposes of entering into and implementing the
20 Settlement.

21 11. The Court finds the \$2,500,000.00 Gross Settlement Amount provided for under
22 the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to
23 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves
24 the following deductions from the Gross Settlement Amount: \$833,333.33 for attorneys' fees to
25 Class Counsel; (2) \$32,314.90 for attorneys' costs to Class Counsel; (3) Class Representative
26 Service Payments of \$10,000.00 each (for a total of \$20,000.00) to Plaintiffs Jeremy D. Fraley and
27 Jerry D. Hagerty; (4) the PAGA Penalties of \$100,000.00 for claims asserted under California's
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1 Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor
2 and Workforce Development Agency ("LWDA") ("LWDA PAGA Payment") and 25% will be
3 payable to the Aggrieved Employees on a *pro rata* basis ("Individual PAGA Payment"); and (5)
4 \$7,950.00 for the Administration Expenses Payment to ILYM Group, Inc. ("ILYM Group"). The
5 Net Settlement Amount available for distribution to the Class is approximately \$1,506,401.77.

6 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
7 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$833,333.33
8 and for costs and expenses in the amount of \$32,314.90 as final payment for and complete
9 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
10 hereby granted. The Court finds that Class Counsel's request falls within the range of
11 reasonableness and that the result achieved justifies the award and that the requested expenses were
12 reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from
13 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement. The Court
14 shall examine the final accounting at a Compliance Hearing set on Jan. 22, 2026 at 9:30 am

15 13. It is ordered that the Class Representative Service Payments of \$10,000.00 each (for
16 a total of \$20,000.00) to Plaintiffs Jeremy D. Fraley and Jerry D. Hagerty are fair and reasonable
17 as service awards for their service to the Class.

18 14. The Court further approves the payment of \$7,950.00 to ILYM Group, Inc. to cover
19 the costs of administration as provided for in the Settlement Agreement. The payment authorized
20 by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

21 15. The Court also approves a payment of \$100,000.00 for claims asserted under PAGA
22 ("PAGA Penalties"), with 75% of the PAGA Penalties (\$75,000.00) payable to the LWDA and the
23 other 25% (\$25,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
24 Settlement Agreement). The PAGA Penalties is included in, and shall come from, the Gross
25 Settlement Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in
26 accordance with the terms of the Settlement Agreement.

27 16. The Court finds the settlement payments from the Net Settlement Amount provided
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1 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves
2 and orders the calculations and the payments to be made and administered to the Participating
3 Class Members in accordance with the terms of the Settlement Agreement. It is also ordered that,
4 180 days after the date of distribution of Individual Class Payments to the Class and Individual
5 PAGA Payments to the Aggrieved Employees, all funds from any uncashed checks remaining in
6 the Net Settlement Amount shall be distributed to the California Controller's Unclaimed Property
7 Fund to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*,
8 for the benefit of those Participating Class Members who did not cash their checks until such time
9 that they claim their property.

10 17. Paragraphs 10-17 of this Order cover all Individual Class Payments and Individual
11 PAGA Payments, claims for attorneys' fees and expenses, costs, or disbursements incurred by
12 Class Counsel or any other counsel representing Plaintiffs or other Class Members, or incurred by
13 Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the
14 Action, the Settlement, the administration of the Settlement, and the settled claims. Defendant shall
15 not be required to pay any additional amounts in connection with the Settlement other than those
16 amounts specifically set forth in the Settlement Agreement.

17 18. Without affecting the finality of the Settlement, this Order, or Final Judgment, this
18 Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
19 jurisdiction over the above-captioned action and the Parties, including all Participating Class
20 Members, relating to the Action and the administration, consummation, enforcement and
21 interpretation of the Settlement Agreement, this Order, and for any other necessary purpose.

22 19. The terms of the Settlement Agreement and this Order are binding on the named
23 Plaintiffs and all other Participating Class Members and Aggrieved Employees, as well as their
24 former and present representatives, agents, attorneys, heirs, administrators, successors, and
25 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and future
26 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent
27 those claims, lawsuits, or other proceedings assert Released Class Claims or Released PAGA
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1 Claims, as set forth in Paragraphs 5.2 and 5.3 of the Settlement Agreement.

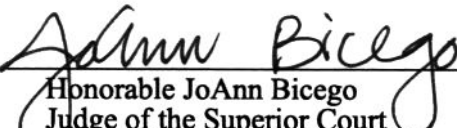
2 20. Neither this Order nor the Settlement Agreement (nor any other document referred
3 to in this Order, nor any action taken to carry out this Order) is, may be construed as, or may be
4 used as, an admission or concession by or against the Defendant or the Released Parties of the
5 validity of any claim or any actual or potential fault, wrongdoing, or liability. Entering into or
6 carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not
7 be construed as, or deemed evidence of, an admission or concession as to the Defendant's denials
8 or defenses and shall not be offered or received in evidence in any action or proceeding against
9 any party in any court, administrative agency, or other tribunal for any purpose whatsoever, except
10 as evidence of the Settlement or to enforce the provisions of this Order and the Settlement
11 Agreement; *provided, however*, that this Order and the Settlement Agreement may be filed in any
12 action against or by the Defendant or the Released Parties to support a defense of *res judicata*,
13 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
14 credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

15 21. The final order shall constitute the final judgment.

16 22. There is no reason to delay the enforcement of this Order and the Final Judgment.

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18 **IT IS SO ORDERED.**

19
20 Dated: Oct 29, 2025



Honorable JoAnn Bicego
Judge of the Superior Court

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27 **ELECTRONICALLY RECEIVED**
28 Superior Court of California,
County of Siskiyou
09/29/2025 at 06:23:25 PM
By: MICHELLE INGLE, Deputy Clerk