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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

NEGIN BEJGI, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PK MANAGEMENT, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV013953

[Honorable Lauri A. Damrell, Dept. 22]

CLASS ACTION

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

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Final Approval;
Declaration of Kane Moon; Declaration of
Negin Bejgi; and Declaration of
Administrator Lisa Pavlik]*

Hearing Date: February 28, 2025

Hearing Time: 9:00 a.m.

Hearing Place: Department 22

Complaint Filed: December 21, 2023

FAC Filed: March 22, 2024

FILED
Superior Court of California
County of Sacramento
03/12/2025
V. Aleman, Deputy

1 The Court, having read the papers filed regarding Plaintiff Negin Bejgi’s (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment, and Class Representative Service Payment, and after
4 considering the papers submitted in support of the motion, including the Amended Class Action
5 and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”),
6 hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant PK Management, LLC (“Defendant”) entered a Settlement
8 Agreement on or about September 25, 2025 to settle this lawsuit¹.

9 The Court entered an Order dated October 3, 2024, preliminarily approving the
10 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, scheduling a Final Approval Hearing, and providing Class Members with an
13 opportunity to object or request exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided, all
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
21 approve the settlement and grant final certification.

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24 ¹ On September 19, 2024, the Court issued a tentative ruling regarding Plaintiff’s Motion
25 for Preliminary Approval of Class Action Settlement. The Court recommended that the Parties
26 revise the Settlement Agreement to comply with the Court’s tentative ruling. On September 25,
27 2025, the Parties fully executed an Amended Settlement Agreement with the Court’s
28 recommended revisions and filed it on September 26, 2025. Upon review, the Court granted
Plaintiff’s Motion for Preliminary Approval.

1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-
4 paid or non-exempt employees who were employed by Defendant within the State of California
5 at any time during the period from December 21, 2019 to July 17, 2024 (“Class,” “Class
6 Members,” and “Class Period”). There are fifty-one (51) Participating Class Members in the
7 Settlement (“Participating Class Members”) who will receive their share of the Net Settlement
8 Amount.

9 4. Adequacy of Representation. As Class Counsel have fully and adequately
10 represented the Class for purposes of entering and implementing the Settlement and have
11 satisfied the requirements of Code of Civil Procedure section 382.

12 5. Class Notice. The Court finds the Class Notice and its distribution to Class
13 Members have been implemented pursuant to the Settlement Agreement and this Court’s
14 Preliminary Approval Order. The Court also finds the Class Notice:

15 a. constitutes notice reasonably calculated, under the circumstances, to
16 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of
17 the Settlement Agreement and their rights under the Settlement; (iii) their right to object to any
18 aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their
19 right to challenge their Workweeks value; (vi) their right to appear at the Final Approval
20 Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether favorable
21 or unfavorable, on Participating Class Members who do not request exclusion from the
22 Settlement;

23 b. constitutes notice fully satisfying the requirements of Code of Civil
24 Procedure section 382, California Rule of Court 3.769, and due process;

25 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

26 d. constitutes the best practicable notice to Class Members.
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1 6. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement were entered in good faith and are the product of arm's-length negotiations by
3 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
4 Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, and
5 adequate and in the best interests of the Parties. The Parties are hereby directed to implement
6 the Settlement according to its terms and provisions.

7 7. Binding Effect. The terms and provisions of Settlement Agreement and this
8 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
9 executors and administrators, successors, and assigns. In addition, those terms shall have res
10 judicata and other preclusive effect in all pending and future claims, lawsuits, or other
11 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
12 or other proceedings involve matters that were or could have been raised in this matter and are
13 encompassed by the Released Claims. The Agreement will have no binding effect upon, and
14 provide no res judicata preclusion to, Class Members who timely submitted Requests for
15 Exclusion.

16 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
17 any action to enforce the terms and provisions of the Settlement Agreement.

18 9. Release of Claims by Class Members. Upon the Effective Date and condition on
19 the fully funding of the settlement, Plaintiff and Participating Class Members will be deemed to
20 have fully, finally, and forever released, settled, compromised, relinquished, and discharged
21 with respect to all the Released Parties any and all Released Claims for any period during the
22 Class Period.

23 a. General Release by the Class Representative. As a condition of the class action
24 settlement, Plaintiff shall provide a general release to the Released Parties.
25 Plaintiff also expressly waives and relinquishes any rights or benefits available to
26 her under the provisions of section 1542 of the Civil Code.

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b. Released Parties. The Released Parties include Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, reinsurers, predecessors, successors, assigns, subsidiaries, and affiliates.

10. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$7,500.00, to be paid out of the Gross Settlement Amount by Defendant to Plaintiff, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions of the Agreement.

a. The rationale for making service payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on other class members. Such service payments are appropriate if they are necessary to induce individuals to participate in the suit. Criteria courts may consider include the: (1) risk in commencing this suit; (2) notoriety and personal difficulties encountered; (3) amount of time and effort spent; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed.

b. The Court reviewed Plaintiff's declaration outlining his involvement in the case. Given the risks inherent in the services as the class representative, the duration of the case and time involved, and the benefits created for the Class, the Court approves the Class Representative Service Payment of \$7,500.00.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds Class Counsel Fees Payment of \$35,000.00, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court also finds the Class Counsel Litigation Expenses Payment of \$11,000.00, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or

disbursements incurred by Plaintiff or Class Members in connection with or related to this matter, Settlement, administration of the Settlement, and/or Released Claims.

a. The Court has an independent right and responsibility to review the requested attorneys' fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The Class Counsel Fees Payment of \$35,000.00 is thirty-three and one-third percent (33 1/3%) of the common fund created for the benefit of the Class Members and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved for the Class, financial risk undertaken, novel and difficult nature of this litigation, skill required to deal with these issues, percentage fees award in other cases, and contingent fees charged in private marketplace, the Court finds the request for the Class Counsel Fees Payment is consistent with the legal marketplace, is reasonable, and is approved.

b. The Court reviewed Kane Moon's declaration regarding the costs expended in the prosecution of this case. Under the terms of the Settlement Agreement, Class Counsel may seek reimbursement of up to \$11,000.00 in litigation costs. The Court finds Class Counsel expended \$11,997.55 in litigation costs and that such costs were reasonable. The Court approves the Class Counsel Litigation Expenses Payment of \$11,000.00 for the reimbursement of the costs and expenses incurred by Class Counsel.

12. Administration Expenses Payment. The Court finds the Administration Expenses Payment of ~~\$6,000.00~~ ^{\$5,450.00}, to be paid out of the Gross Settlement Amount by Defendant to the Administrator, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Lisa Pavlik from Simpluris, Inc., the Court-approved Settlement Administrator. The Court finds notice was provided

1 to the Class pursuant to the Preliminary Approval Order, constitutes the best
2 practicable notice to the Class, and satisfied due process. Therefore, the Court
3 approves the payment of the Administration Expenses Payment of ~~\$6,000.00~~ ^{\$5,450.00} to
4 the Administrator for its services in administering the Settlement.

5 13. PAGA Penalties. The Court finds the Private Attorneys General Act of 2004
6 (“PAGA”) Penalties of \$10,000.00, seventy-five percent (75%) of which (\$7,500.00) will be
7 paid out of the Gross Settlement Amount by Defendant to the California Labor and Workforce
8 Development Agency and twenty-five percent (25%) of which (\$2,500.00) will be distributed to
9 all PAGA Aggrieved Employees who were employed by Defendant within the State of
10 California at any time during the period from December 16, 2022 to July 17, 2024, pro rata, to
11 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms of the
12 Settlement Agreement.

13 14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
14 Settlement Amount, and the amounts necessary to fully pay Defendant’s share of payroll taxes
15 by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

16 15. Payments From the Gross Settlement Amount. Within 14 days after Defendant
17 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
18 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
19 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
20 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
21 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
22 Service Payment shall not precede disbursement of Individual Class Payments and Individual
23 PAGA Payments.

24 16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
25 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
26 proposed Settlement was the product of arm’s-length negotiations following extensive
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litigation, discovery, and exchange of documentation. The negotiations were facilitated with the help of mediator Kevin Barnes, an experienced and well-respected mediator.

- a. With respect to the fairness of the Settlement, there were no Objections to the Settlement nor any Requests for Exclusion from the Settlement.
- b. With respect to the benefit to the Class, the gross *average* Individual Class Payment is about \$706.86, and the gross *highest* Individual Class Payment is around \$2,084.67 under the proposed allocation.

17. Uncashed Checks. Any checks issued by the Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar days. Uncashed checks will be sent to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law.

18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

- a. enforcing the terms and provisions of the Settlement Agreement and resolving any disputes, claims, or causes of action in this matter that, in whole or in part, are related to or arise out of the Settlement Agreement or this Order and Judgment;
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Settlement Agreement, and permanently enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Settlement Agreement; and
- c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is

1 GRANTED. The Administrator is directed to carry out the terms of the Settlement Agreement
2 forthwith.

3 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
4 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
5 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
6 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
7 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
8 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
9 THE JUDGMENT THEREON.

10 **IT IS SO ORDERED.**

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12 DATED: 3/12/25



HONORABLE LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

