

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

MARCUS LOPEZ, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

MARCUS LOPEZ, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

FAIRMONT SCHOOLS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 30-2022-01269531-CU-OE-CXC
(*Consolidated with Case No.: 30-2022-
01269635-CU-OE-CXC*)

Honorable Layne H. Melzer
Department CX-102

CLASS ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: April 24, 2025
Time: 2:00 p.m.
Department: CX-102

Complaint Filed: July 11, 2022
Trial Date: None Set

1
2 This matter has come before the Honorable Layne H. Melzer in Department CX-102 of
3 the Superior Court of the State of California, for the County of Orange, on April 24, 2025 at 2:00
4 p.m. for Plaintiff Marcus Lopez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff, individually and
6 on behalf of all others similarly situated and other aggrieved employees, and Kahana & Feld LLP
7 appears as counsel for Defendant Fairmont Schools, Inc. (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement
14 (together, “Settlement,” “Agreement,” or “Settlement Agreement”), attached as “EXHIBIT 1” to
15 the Declaration of Yasmin Hosseini in Support of Plaintiff’s Motion for Preliminary Approval of
16 Class Action and PAGA Settlement, filed with the Court on October 25, 2024 (ROA #77), and
17 “EXHIBIT 2” to the Supplemental Declaration of Yasmin Hosseini in Support of Plaintiff’s
18 Motion for Preliminary Approval of Class Action and PAGA Settlement (ROA #106) respectively.
19 This is based on the Court’s determination that the Settlement falls within the range of possible
20 approval as fair, adequate, and reasonable.

21 2. This Order incorporates by reference the definitions in the Settlement Agreement,
22 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
23 the Settlement Agreement.

24 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
25 and reasonable. It appears to the Court that extensive investigation and research have been
26 conducted such that counsel for the parties, at this time, are able to reasonably evaluate their
27 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
28 substantial additional costs by all parties, as well as avoid the delay and risks that would be

presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees, Litigation Costs, Incentive Payment, PAGA Penalties, Administration Costs, and payments to the Participating Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All current and former non-exempt employees of Defendant who worked in the State of California at any time during the Class Period.

7. The Court provisionally appoints Arby Aiwanian, Joanna Ghosh and Yasmin Hosseini of Lawyers *for* Justice, PC ("Class Counsel") as counsel for the Class.

8. The Court provisionally appoints Plaintiff Marcus Lopez as the representative of the Class ("Class Representative").

1 9. The Court provisionally appoints ILYM Group, Inc., (“ILYM”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within thirty (30) calendar days after the Preliminary Approval Date, Defendant
4 shall provide the Settlement Administrator with the following information about each Class
5 Member in a Microsoft Excel spreadsheet: (1) full name; (2) last known mailing address; (3)
6 Social Security Number; (4) start and end dates of active employment as a non-exempt employee
7 of Defendant in the State of California; (5) total Workweeks during the Class Period; (6) total
8 Workweeks during the PAGA Period; and (7) any other information required by the Settlement
9 Administrator (collectively referred to as the “Class List”) in conformity with the Settlement
10 Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”), Dispute Form (“Objection Form”), and Request for Exclusion Form
13 (“Exclusion Form”) attached hereto as “**EXHIBIT A**,” “**EXHIBIT B**,” and “**EXHIBIT C**,”
14 respectively. The Class Notice, Dispute Form, and Exclusion Form are collectively referred to as
15 the “Notice Packet.” The Notice Packet shall be provided to Class Members in the manner set
16 forth in the Settlement Agreement. The Court finds that the Notice Packet appears to fully and
17 accurately inform the Class Members of all material elements of the Settlement, of Class
18 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion,
19 of Class Members’ and PAGA Members’ right to dispute the Workweek(s) credited to each of
20 them, and of each Participating Class Member’s right and opportunity to object to the Class
21 Settlement by submitting an objection. The Court further finds that distribution of the Notice
22 Packet substantially in the manner and form set forth in the Settlement Agreement and this Order,
23 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
24 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The
25 Court further orders the Settlement Administrator to mail the Notice Packet in English and Spanish
26 to all Class Members within seven (7) calendar days after receiving the Class List from Defendant,
27 pursuant to the terms set forth in the Settlement Agreement.

28 12. The Court hereby preliminarily approves the proposed procedure, set forth in the

Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting an Exclusion Form or a timely and valid written letter indicating a request to be excluded from the Class Settlement (both of which are referred to as “Request for Exclusion”) in conformity with the requirements set forth in the Class Notice, no later than which is sixty (60) calendar days from the initial mailing of the Notice Packet (“Response Deadline”), or, in the case of a re-mailed Notice Packet, the Response Deadline shall be extended an additional fifteen (15) calendar days from the original Response Deadline. Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class Settlement, and will not have any right to object, appeal, or comment thereon. All current and former non-exempt employees who worked for Defendant in the State of California at any time during the period from April 20, 2021 through December 31, 2023 (“PAGA Members”) shall be bound to the PAGA Settlement regardless of their decision to participate in the Class Settlement. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court.

13. The table set forth below shows the calculation of the estimated Net Settlement Amount, to be distributed pursuant to the Settlement:

Gross Settlement Amount	\$750,000.00
Attorneys’ Fees	\$262,500.00
Attorneys’ Costs	\$25,000.00
Incentive Payment	\$10,000.00
Administration Costs	\$15,000.00
LWDA Payment	\$75,000.00
Net Settlement Amount to be paid to Participating Class Members	\$362,500.00

In addition to the Net Settlement Amount, \$25,000.00 will be distributed to PAGA Members on a *pro rata* basis.

1 14. A Final Approval Hearing shall be held before this Court on September 25, 2025 at
2 2:00 p.m. in Department CX-102 of the Superior Court of California for the County of Orange,
3 located at 751 West Santa Ana Blvd., Santa Ana, California 92701, to determine all necessary
4 matters concerning the Settlement, including: whether the proposed settlement of the action on the
5 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
6 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
7 entered herein; whether the plan of allocation contained in the Settlement should be approved as
8 fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether
9 to finally approve the requests for the Attorneys' Fees, Litigation Costs, Incentive Payment, PAGA
10 Penalties, and Administration Costs.

11 15. Class Counsel shall file a motion for final approval of the Settlement and for
12 Attorneys' Fees, Litigation Costs, Incentive Payment, PAGA Penalties, and Administration Costs,
13 along with the appropriate declarations and supporting evidence, including the Settlement
14 Administrator's declaration, by August 6, 2025, or sixteen (16) court days prior to the final
15 approval hearing, to be heard at the Final Approval Hearing.

16 16. Class Members who do not submit a Request for Exclusion (i.e., Participating
17 Class Members) may object to the Class Settlement. To object to the Class Settlement, a
18 Participating Class Member may send a written objection to the Settlement Administrator and/or
19 may appear at the Final Approval Hearing to present his or her objection directly to the Court. The
20 objection must be signed and must contain the information that is required, as set forth in the Class
21 Notice, including and not limited to the grounds for the objection.

22 17. The Settlement is not a concession or admission, and shall not be used against
23 Defendant as an admission or indication with respect to any claim of any fault or omission by
24 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
25 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
27 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
28 evidence of a presumption, concession, indication or admission by Defendant of any liability,

1 fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
2 implementation, interpretation, or enforcement of the Settlement.

3 18. In the event the Settlement does not become effective in accordance with the terms
4 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
5 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
6 vacated, and the Parties shall revert back to their respective positions as of before entering into the
7 Settlement Agreement.

8 19. The Court reserves the right to adjourn or continue the date of the Final Approval
9 Hearing and any dates provided for in the Settlement Agreement without further notice to the
10 Class Members and retains jurisdiction to consider all further applications arising out of or
11 connected with the Settlement pursuant to California Code of Civil Procedure section 664.6 and
12 California Rules of Court Rule 3.769(h).

13 **IT IS SO ORDERED.**

14 Dated: 05/22/25_____

By:



The Honorable Layne H. Melzer
Judge of the Superior Court