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FILED
Superior Court of California
County of Los Angeles
05/28/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

6 *Attorneys for Plaintiff Sharise Rogers and the Class*

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

11 SHARISE ROGERS, individually, and on
12 behalf of other members of the general public
similarly situated;

13 Plaintiff,

14 vs.

15 ACADEMY MUSEUM FOUNDATION, a
16 California corporation; ARCHIVAL
FOUNDATION, a California corporation; and
17 DOES 1 through 100, inclusive,

18 Defendants.

Case No.: 23STCV28964
[Related Case No. 23STCV28869]

Honorable William F. Highberger
Department 10

CLASS ACTION

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

Date: May 28, 2026
Time: 11:00 a.m.
Department: 10

Complaint Filed: November 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger, in Department 10 of
2 the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 May 28, 2026 at 11:00 a.m., on Plaintiff Sharise Rogers’ (“Plaintiff”) Motion for Final Approval
4 of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation
5 Expenses Payment, and Class Representative Service Payment (“Motion for Final Approval”).
6 Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Littler Mendelson,
7 P.C. appeared on behalf of Defendants Academy Museum Foundation and Archival Foundation
8 (together, “Defendants”).

9 On December 30, 2025, the Court entered the Order Granting Preliminary Approval of
10 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
11 approving the settlement of the above-entitled actions in accordance with the Class Action and
12 PAGA Settlement Agreement and Class Notice (“Original Agreement”) and Amendment No. 1
13 to Class Action and PAGA Settlement Agreement and Class Notice (“Amendment No. 1”)
14 (together with the Original Agreement, “Settlement,” “Agreement,” or “Settlement
15 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
16 conditions for settlement of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
20 **FOLLOWS:**

- 21 1. The Motion for Final Approval is granted in its entirety.
- 22 2. This Final Approval Order and Judgment incorporates by reference the definitions
23 in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used,
24 but not defined, herein shall have the same meanings as in the Settlement Agreement and
25 Preliminary Approval Order.
- 26 3. Unless otherwise specified, all citations and references to the Private Attorneys
27 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) are to the version
28 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does

1 not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1),
2 as amended, because the notice to the Labor and Workforce Development Agency (“LWDA”)
3 was filed prior to June 19, 2024.

4 4. This Court has jurisdiction over the Class Members as it pertains to the Actions
5 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
6 Actions as it pertains to the Actions and the claims asserted in the Actions.

7 5. The Court finds that the applicable requirements of California Code of Civil
8 Procedure section 382 and California Rule of Court 3.769, et seq. have been satisfied, with
9 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
10 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
11 The Class is hereby defined to include: all hourly-paid or non-exempt employees that worked
12 for Defendants in California during the Class Period (“Class” or “Class Members”).

13 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
14 defined to consist of the following individuals: all hourly-paid or non-exempt employees that
15 worked for Defendants in California during the PAGA Period.

16 7. The Court finds that the Court Approved Notice of Class Action Settlement and
17 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class
18 Members, fully and accurately informed the Class Members of all material elements of the
19 Settlement, of their opportunity to participate in the Settlement, object to or comment on the
20 Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best
21 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
22 Members; and complied fully with the laws of the State of California, the United States
23 Constitution, due process and other applicable law. The Class Notice fairly and adequately
24 described the Settlement and provided the Class Members with adequate instructions and a
25 variety of means to obtain additional information.

26 8. Pursuant to California law, the Court hereby grants final approval to the
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class
28 as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class
2 Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length
3 negotiations between the parties. In so finding, the Court has considered all of the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of pursuing the claims presented; the likely duration of further litigation; the amount
6 offered in the Settlement; the extent of investigation and discovery completed; and the
7 experience and views of Class Counsel. The Court finds that the Settlement, including the
8 monetary allocations and payments, appear within the range of reasonableness, and that the
9 monetary recovery to the Class is fair, adequate, and reasonable when balanced against the
10 probable outcome of further litigation relating to certification, liability, and damages issues. The
11 Court has further considered the absence of any objections by the Class Members to the Class
12 Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance
13 with the Settlement Agreement and the following terms and conditions.

14 9. A full opportunity has been afforded to the Class Members to participate in the
15 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
16 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
17 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
18 Members who did not submit a valid and timely Request for Exclusion from the Class Settlement
19 (“Participating Class Members”), individually and on behalf of their respective successors,
20 assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the Class
21 Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective
22 Date, shall fully and finally release and discharge the Released Parties, and each of them, from
23 the Released Class Claims.

24 10. The Court finds that Plaintiff Sharise Rogers has satisfied the prerequisites under
25 PAGA, including, and not limited to, providing the LWDA and Defendants with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with
28 California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been

1 submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to
2 California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA
3 Settlement and the allocation of \$150,000.00 toward civil penalties under the California Private
4 Attorneys General Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair,
5 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
6 the PAGA Penalties as follows: the amount of \$112,500.00 to the LWDA (“LWDA PAGA
7 Payment”), and the amount of \$37,500.00 to the Aggrieved Employees, in accordance with the
8 terms and methodology set forth in the Agreement.

9 11. The Court determines that, Plaintiff Sharise Rogers, the State of California (with
10 respect to Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of
11 their respective successors, assigns, agents, attorneys, executors, heirs and personal
12 representatives, are bound by the PAGA Settlement and this Final Approval Order and
13 Judgment, and thereby, as of the Effective Date, shall fully and finally release and discharge the
14 Released Parties, and each of them, from the Released PAGA Claims.

15 12. The Court hereby directs that the Settlement be affected in accordance with the
16 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
17 herein.

18 13. The Court finds that payment of the Administration Expenses Payment in the
19 amount of \$8,950.00 to ILYM Group, Inc. (“ILYM” or “Administrator”), is appropriate for the
20 services performed and costs incurred and to be incurred for the notice and settlement
21 administration process, and is hereby approved. It is hereby ordered that the Administrator shall
22 issue payment to itself in the amount of \$8,950.00, in accordance with the terms and
23 methodology set forth in the Settlement Agreement.

24 14. The Court finds that the Class Representative Service Payment in the amount of
25 ~~\$12,000.00~~ ^{\$7,500.00} to Plaintiff Sharise Rogers is fair and reasonable, and hereby approved. It is hereby
26 ordered that the Administrator issue payment in the amount of ~~\$12,000.00~~ ^{\$7,500.00} to Plaintiff Sharise
27 Rogers for her Class Representative Service Payment, according to the terms set forth in the
28 Settlement Agreement.

1 15. The Court finds that attorneys' fees in the amount of \$475,000.00 to Class Counsel
2 falls within the range of reasonableness and that the results achieved justify the award sought,
3 and is hereby approved. It is hereby ordered that the Administrator issue payment in the amount
4 of \$475,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
5 methodology set forth in the Settlement Agreement.

6 16. The Court finds that reimbursement of litigation costs and expenses in the amount
7 of \$11,916.23 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
8 Administrator issue payment in the amount of \$11,916.23 to Class Counsel for reimbursement
9 of litigation costs and expenses, in accordance with the terms and methodology set forth in the
10 Settlement Agreement.

11 17. It is hereby ordered that within fourteen (14) calendar days after the Effective
12 Date, Defendants shall deposit the Gross Settlement Amount of \$1,425,000.00 and the
13 employer's share of payroll taxes and contributions with respect to the Wage Portion of
14 Individual Class Payments into an account established by the Administrator, in accordance with
15 the terms and methodology set forth in the Settlement Agreement.

16 18. It is hereby ordered that within seven (7) calendar days following the funding of
17 the Gross Settlement Amount, the Administrator will issue payments due under the Settlement
18 and approved by the Court as follows: (a) Individual Class Payments to Participating Class
19 Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA PAGA Payment
20 to the LWDA, (d) Class Representative Service Payment to Plaintiff, (e) Class Counsel Fees
21 Payment and Class Counsel Litigation Expenses Payment to Class Counsel, and (f)
22 Administration Expenses Payment to the Administrator, in accordance with terms and
23 methodology set forth in the Settlement Agreement.

24 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
25 for his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a
26 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
27 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
28 to Participating Class Members and Aggrieved Employees that have not been cashed or

1 deposited within the 180-day period shall be transmitted to the California Controller's
2 Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved
3 Employee to whom the checks had originally been issued. All Participating Class Members shall
4 be bound by the terms and conditions of the Class Settlement regardless of whether or not they
5 cash or otherwise negotiate their Individual Class Payment checks. All Aggrieved Employees
6 shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or
7 not they cash or otherwise negotiate their Individual PAGA Payment checks.

8 20. After entry of this Final Approval Order and Judgment, pursuant to California
9 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
10 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
11 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
12 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
13 with the distribution of settlement benefits.

14 21. Individualized notice of this Final Approval Order and Judgment is not required.
15 The Administrator shall post a copy of the Final Approval Order and Judgment on the
16 Administrator's website for a period of at least sixty (60) calendar days after the date of entry
17 of this Final Approval Order and Judgment.

18 22. A ~~Final Compliance Hearing~~ ^{NACR re funding} is set for 7/30/27
19 at 9 a.m. ~~7 p.m.~~ in Department 10. Class Counsel shall submit the Administrator's
20 accounting report regarding the status of the funding and disbursement of the Settlement at least
21 five (5) court days prior to the Final Compliance Hearing.

22 **IT IS SO ORDERED.**

23
24 DATE: 05/28/2026



25 _____
26 The Honorable William F. Highberger
27 Judge of the Los Angeles County Superior
28 Court of California