

SEP 15 2026

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EDWARD ANGEL NARVAEZ PONCE,
individually, and on behalf of other members of
the general public similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Attorneys General Act;

Plaintiff,

vs.

FXI, INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2311714 (Lead Case)
Consolidated with Case No. CIVSB2311716

Honorable Kevin C. Lee
Department S26

CLASS ACTION

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

Date: September 15, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: May 26, 2023
FAC filed: September 10, 2025
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 On September 15, 2026 at 8:30 a.m. in Department S26 of the above-entitled Court, located at
3 247 West Third Street, San Bernardino, California 92415, Plaintiff Edward Angel Narvaez Ponce's
4 ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on
5 for hearing before the Honorable Kevin C. Lee. Parker & Minne, LLP and Lawyers *for* Justice, PC
6 appeared on behalf of Plaintiff, and Morgan, Lewis & Bockius, LLP appeared on behalf of Defendant
7 FXI, Inc. ("Defendant").

8 On April 20, 2026, the Court entered the Amended Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled Action in accordance with the Stipulation of Class Action and
11 PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), attached as Exhibit 1 to the
12 Declaration of Jill J. Parker in Support of Plaintiff's Motion for Final Approval of Class Action and
13 PAGA Settlement. The Settlement Agreement, and the exhibits thereto, set forth the terms and
14 conditions for settlement of this Action.

15 Due and adequate notice having been given to all Class Members and PAGA Employees as
16 required in the Preliminary Approval Order, and the Court having considered the Settlement
17 Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and
18 proceedings had herein, and otherwise being fully informed and good cause appearing therefore,
19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

20 1. Pursuant to California law, the Court hereby grants final approval of the Settlement
21 Agreement. The Settlement Agreement is hereby deemed incorporated into this Order and Judgment.
22 All terms used herein shall have the same meaning as defined in the Settlement Agreement.

23 2. This Court has jurisdiction over the subject matter of this Action and over all Parties
24 to this Action, including all Class Members and PAGA Employees.

25 3. The Court finds that the requirements of California Code of Civil Procedure section
26 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and
27 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement
28 purposes final. The Class is hereby defined to include:

1 All current or former non-exempt, hourly-paid employees who were employed by
2 Defendant in California at any time during the period from May 26, 2019, through April
3 21, 2025.

4 4. The PAGA Employees are hereby defined to include:

5 All current and former non-exempt, hourly-paid employees who were employed by
6 Defendant in California at any time during the time period from March 22, 2022,
7 through April 21, 2025.

8 5. The Court hereby confirms Arby Aiwarzian, Joanna Ghosh, Yasmin Hosseini, and
9 Selena Matavosian, of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne,
10 LLP as Class Counsel.

11 6. The Court concludes that distribution of the Class Notice to the Class Members and
12 PAGA Employees as set forth in the Settlement Agreement and the other matters set forth therein has
13 been completed in conformity with the Preliminary Approval Order and constituted the best notice
14 practicable under the circumstances. The Court concludes that the Administrator, ILYM Group, Inc.,
15 took all reasonable and necessary steps to locate and notify each Class Member and PAGA Employee
16 of the Settlement Agreement, as required in the Preliminary Approval Order. The Class Notice fully
17 and accurately informed the Class of all material elements of the Settlement Agreement and their
18 opportunity to object or comment thereon; was the best notice practicable under the circumstances;
19 was valid, due and sufficient notice to all Class Members and PAGA Employees; and complied fully
20 with the laws of the State of California, Federal Rules of Civil Procedure, the United States
21 Constitution, due process, and other applicable law. The Class Notice fairly and adequately described
22 the Settlement and provided Class Members and PAGA Employees adequate instructions and a variety
23 of means to obtain additional information.

24 7. The Court hereby finds the Settlement Agreement was entered into in good faith
25 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the
26 reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval
27 hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiff
28 has satisfied the standards and applicable requirements for final approval of this class action settlement

1 under California law, including the provisions of California Code of Civil Procedure section 382 and
2 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
3 *Superior Court*, 4 Cal.3d 800, 821 (1971).

4 8. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable,
5 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
6 was reached following meaningful formal and informal discovery and investigation by Class Counsel;
7 that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations
8 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
9 reasonable. In so finding, the Court has considered all of the evidence presented, including evidence
10 regarding the strength of Plaintiff's claims, Defendant's potential exposure; the risk, expense,
11 complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims
12 through class certification, trial, and appeals; the amount offered in the Settlement and the benefit
13 provided to Class Members and PAGA Employees; the extent of investigation and formal and
14 informal discovery completed; the experience and views of Class Counsel; and the absence of
15 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs
16 that the Settlement be affected in accordance with the Settlement Agreement and the terms and
17 conditions set forth in this Judgment.

18 9. A full opportunity has been afforded to Class Members and PAGA Employees to
19 participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the
20 Court determines that all Class Members who did not timely and properly request exclusion from the
21 Settlement ("Settlement Class Members") are bound by the Settlement and by this Judgment.

22 10. The deadline for Class Members to request exclusion from the Class Settlement was
23 July 13, 2026, and the extended response deadline for those Class Members whose notice was remailed
24 was July 28, 2026. The Court hereby finds that there have been zero (0) requests to be excluded from
25 the Class Settlement.

26 11. The deadline for Class Members to submit written objections to the Settlement was
27 July 13, 2026, and the extended response deadline for those Class Members whose notice was remailed
28 was July 28, 2026. The Court hereby finds that there have been zero (0) written objections to the

1 Settlement Agreement. The Court also finds that there were zero (0) objections at the hearing on Final
2 Approval.

3 12. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and
4 all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
5 compromised, relinquished, and discharged Defendant and any of its former and/or current parents,
6 subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the
7 Class Members or PAGA Employees as well as each of their officers, directors, managers, owners,
8 executives, partners, executive-level employees, shareholders, agents, attorneys, and any other
9 predecessors, successors, assigns or legal representatives (collectively, "Released Parties") of all
10 claims under state, federal, or local law, arising out of the claims expressly pleaded in the Actions and
11 all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or
12 other provisions of law, that could have been asserted based on the facts or allegations pleaded in the
13 Operative Complaint in the Actions for: (1) failure to pay overtime wages under Labor Code Sec. 510,
14 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec.
15 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec.
16 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely
17 pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during
18 employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage
19 statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code
20 Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10)
21 violation of California's unfair competition law under Business and Professions Code Sec. 17200.

22 13. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the
23 State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have
24 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
25 Parties of and from all claims for civil penalties under the Private Attorneys General Act, California
26 Labor Code sections 2698, *et seq.* that were alleged in the PAGA Notice and Operative Complaint in
27 the Actions or that reasonably could have been alleged based on the facts or allegations in the PAGA
28 Notice and Operative Complaint in the Actions, arising during the PAGA Period, against any of the

1 Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202,
2 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802,
3 and 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001 for failure
4 to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums;
5 failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages
6 due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of
7 termination; failure to provide complete, accurate, or properly formatted wage statements; failure to
8 maintain requisite payroll records; and failure to reimburse business expenses.

9 14. In addition to the above releases of claims, upon the Effective Date and full funding of
10 the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged the
11 Released Parties of and from all claims arising from his employment with Defendant, separation of
12 employment from Defendant, and any acts that have or could have been asserted in any legal action
13 or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local
14 law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
15 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
16 Retirement Income Security Act, National Labor Relations Act, California Corporations Code,
17 California Business and Professions Code, California Fair Employment and Housing Act, California
18 Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment,
19 retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional
20 distress, medical expenses, other economic and non-economic damages, attorney fees, and costs,
21 arising on or before the date of execution of the Settlement Agreement. Plaintiff has expressly waived
22 all rights and benefits afforded by California Civil Code Section 1542, which provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
24 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
25 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
26 HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

27 Plaintiff's Release specifically excludes claims for workers' compensation benefits, claims for
28 unemployment benefits, or other claims that may not be released by law.

1 15. The Court finds the settlement payments provided for under the Settlement Agreement
2 to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement
3 Agreement, the Court orders Defendant to fund the Total Settlement Amount of \$1,200,000.00 within
4 thirty (30) calendar days after the Effective Date. The Court further orders Defendant to separately
5 pay any and all employer payroll taxes owed on the wages portion of the Individual Settlement
6 Payments. Defendant shall fund and the Settlement Administrator shall distribute these amounts in
7 accordance with the terms of the Settlement Agreement.

8 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and
9 argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees in the
10 amount of \$400,000.00 and awards Litigation Costs for costs incurred by Class Counsel in the amount
11 of \$21,248.50 from the Total Settlement Amount. The award of attorneys' fees and costs is the final
12 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed
13 to Class Counsel and any other person or entity related to the Action. Any allocation of attorneys'
14 fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the
15 separate and independent agreement between Class Counsel.

16 17. The Court hereby approves and orders a Class Representative Enhancement Payment
17 of \$7,500.00 to Plaintiff from the Total Settlement Amount in accordance with the terms of the
18 Settlement Agreement.

19 18. The Court finds that the settlement of the Released PAGA Claims for \$90,000.00,
20 which is designated and allocated as penalties under the California Labor Code Private Attorneys
21 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
22 approves allocation and payment of the PAGA Amount as follows: \$67,500.00 (75% of \$90,000.00)
23 to the California Labor and Workforce Development Agency, and \$22,500.00 (25% of \$90,000.00) to
24 PAGA Employees on a *pro rata* basis as set forth in the Settlement Agreement. One hundred percent
25 (100%) of the amounts distributed to PAGA Employees as penalties under PAGA shall be reported
26 on an IRS Form-1099.

27 19. The Court also hereby approves and orders payment from the Total Settlement Amount
28 for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group,

1 Inc., in the amount of \$8,950.00.

2 20. The Court hereby approves and orders payment of Individual Settlement Shares from
3 the Net Settlement Amount to the Settlement Class Members on a *pro rata* basis as set forth in the
4 Settlement Agreement.

5 21. The Court also hereby approves and orders that any checks distributed from the Total
6 Settlement Amount will be valid and negotiable for one hundred and eighty (180) calendar days from
7 the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection
8 with, and after the cancelation of checks issued to Settlement Class Members and PAGA Employees,
9 shall be transmitted to the Controller of the State of California pursuant to the Unclaimed Property
10 Law, California Civil Code § 1500, et seq., to be held in trust for those Settlement Class Members and
11 PAGA Employees who did not timely cash their Settlement checks, thereby leaving no “unpaid
12 residue” subject to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

13 22. Without affecting the finality of this Judgment, the Court shall retain continuing
14 jurisdiction over this Action and the Parties, including all Class Members and PAGA Employees, and
15 over all matters pertaining to the implementation and enforcement of the terms of the Settlement
16 Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure
17 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
18 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall
19 be presented to the Court for resolution.

20 23. A post-approval final accounting hearing shall be held on August 10, 2027 at 8:30 a.m.
21 or 9-17-2027 at 830 (a.m./p.m. Class Counsel shall submit a final
22 report on the disbursement of settlement payments at least sixteen (16) court days prior to the final
23 accounting hearing.

24 24. Plaintiff shall file a formal notice of entry of this Judgment and serve the same on the
25 California Labor and Workforce Development Agency (LWDA).

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25. Notice of this Judgment shall be posted by the Administrator, ILYM Group, Inc., on its website for a period of at least sixty (60) calendar days.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: SEP 15 2026

By:

The Honorable Kevin C. Lee
Judge of The Superior Court