

FILED
Clerk of the Superior Court

SEP 18 2026

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE**

MIKAIL DYTANIEL CROSBY, individually,
on behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

FENCE SPECIALTIES, LLC, a California
limited liability company; FENCE
SPECIALTIES INC., an unknown entity; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00055194-CU-OE-CTL

*[Assigned for all purposes to the Hon. Loren
G. Freestone, Dept. C-64]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: September 18, 2026

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: December 21, 2023

FAC filed: December 11, 2025

Trial date: None set

PROPOSED ORDER

The Court has before it Plaintiff Mikail Dytaniel Crosby's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Agreement") between Plaintiff and Defendant Fence Specialties, LLC FKA Fence Specialties, Inc. ("Defendant") (collectively, the "Parties"). A true and correct copy of the Agreement is attached as **Exhibit 2** to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed April 6, 2026. A true and correct copy of the Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached thereto as **Exhibit A**.

On May 1, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to object to or exclude themselves from the Settlement.

Having received and considered the Agreement, the evidence and argument submitted with respect to the Preliminary Approval Order, and the instant Motion, supporting papers, and oral argument, the Court **GRANTS** final approval of the Settlement and hereby **ORDERS** and makes the following determinations:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Participating Class Members.

2. The Court finds that, for purposes of settlement, the Class of all persons employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the period from December 21, 2019, to January 9, 2025 ("Class Period") is properly certified.

3. The Court appoints Plaintiff as the Class Representative.

4. The Court appoints Arrash T. Fattahi, Arman A. Salehi, and Karen L. Wallace of Wilshire Law Firm, PLC as Class Counsel.

5. Pursuant to the Preliminary Approval Order, on June 1, 2026, the Class Notice was

1 mailed to each Class Member to provide the terms of the Settlement, the right to receive an
2 Individual Class Payment, the right to object to or opt out of the Settlement and pursue their own
3 remedies, and their right to appear in person or through counsel at the Final Approval Hearing.
4 Adequate time to respond was provided.

5 6. No objections, requests for exclusion, or workweek disputes were received by the
6 Administrator.

7 7. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and allows the Court to make an informed decision regarding
9 Settlement approval based on Class Members' responses. The Court finds and determines further
10 that the notice provided in this case was the best notice practicable, as it satisfied the requirements
11 of law and due process.

12 8. The Court finds that the Agreement was entered into in good faith, the Settlement
13 is fair, adequate, and reasonable, and the Settlement satisfies the standards and applicable
14 requirements for final approval of a class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 9. Class Members who have not opted out ("Participating Class Members") will be
18 bound by the Settlement, except that Aggrieved Employees will be deemed bound by Plaintiff's
19 release of PAGA claims on behalf of the State and will receive Individual PAGA Payments as set
20 forth in the Agreement, regardless of whether they opt out of the class portions of the Settlement.

21 10. The Court finds that Plaintiff satisfied his obligation to give notice of the Settlement
22 to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code § 2699(s).

23 11. Defendant shall fully fund the Gross Settlement Amount ("GSA"), and also fund
24 the necessary to fully pay Defendant's share of payroll taxes, by transmitting funds to the
25 Administrator in three equal installments as follows: the first installment shall be made no later
26 than 30 days after the Effective Date; the second payment shall be made six months after the first
27 installment; the third and final installment shall be made six months after the second installment.

28 12. Within fourteen (14) days after Defendant fully funds the GSA the Administrator

1 shall mail checks for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
2 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
3 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
4 Disbursement of the Class Counsel Fees and Litigation Expenses Payments and the Class
5 Representative Service Payment shall not precede disbursement of Individual Class Payments and
6 Individual PAGA Payments.

7 13. "Effective Date" means the date when both of the following have occurred: (a) the
8 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) Judgment
9 is final. Because no Participating Class Member objected to the Settlement, the Judgment is final
10 the day it is entered.

11 14. In addition to any recovery Plaintiff may receive under the Settlement as a
12 Participating Class Member and/or Aggrieved Employee, in recognition of Plaintiff's efforts on
13 behalf of the Class, the Court hereby approves a Class Representative Service Payment to Plaintiff
14 in the amount of \$10,000.

15 15. The Court approves PAGA Penalties in the amount of \$20,000.00 to settle all PAGA
16 claims for civil penalties, allocated 75% (\$15,000.00) to the LWDA and 25% (\$5,000.00) to
17 Aggrieved Employees, defined all persons employed by Defendant in California and classified as
18 an hourly-paid non-exempt employee who worked for Defendant from January 16, 2023, to
19 January 9, 2025 ("PAGA Period"), distributed as Individual PAGA Payments pursuant to the
20 Agreement.

21 16. The Court approves payment a Class Counsel Fees Payment in the amount of
22 \$145,000.00 and a Class Counsel Litigation Expenses Payment in the amount \$17,945.19 to
23 reimburse actual litigation costs. The award of attorneys' fees is a reasonable percentage of the
24 common fund obtained for the Class, confirmed by evidence of Class Counsel's lodestar.

25 17. The Court approves an Administration Expenses Payment in the amount of
26 \$7,650.00 to the Administrator, ILYM Group, Inc., for settlement administration services.

27 18. Checks for Individual Class Payments and Individual PAGA Payments will be valid
28 for 180 days after mailing ("Void Date"). If a Class Member fails to cash any check before the

1 Void Date, the Administrator will distribute the funds represented by the check to the California
2 State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

3 19. "Released Parties" means Defendant, Fence Specialties, LLC fka Fence Specialties,
4 Inc., and all of their current and former officers, directors, employees, shareholders, members,
5 agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries,
6 divisions, affiliates, predecessors, successors, assigns, as well as any individual or entity that could
7 be alleged to be jointly liable with Defendant.

8 20. Effective on the date when Defendant fully fund the GSA and all employer payroll
9 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and
10 Class Counsel will release claims against all Released Parties as follows:

- 11 (a) Release by Participating Class Members: "All Participating Class Members,
12 on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, release Released Parties from all claims during the Class Period, that
15 were alleged, or reasonably could have been alleged, based on the facts stated
16 in the Operative Complaint and ascertained in the course of the Action
17 including any and all violations of California's Labor Code and Unfair
18 Competition Law based on Defendant's failure to pay for all hours worked
19 (including minimum, straight time, overtime, and double time wages), failure
20 to provide meal periods, failure to authorize and permit rest periods, failure to
21 timely pay final wages at termination, failure to furnish accurate itemized wage
22 statements, failure to indemnify employees for expenditures, and all damages,
23 interest, penalties, attorneys' fees, costs, and other amounts recoverable under
24 said causes of action under California law, to the extent permissible, including,
25 but not limited to, the California Labor Code and the applicable Wage Orders.
26 Except as set forth in Section 5.3 of this Agreement, Participating Class
27 Members do not release any other claims, including claims for vested benefits,
28 wrongful termination, violation of the Fair Employment and Housing Act,

1 unemployment insurance, disability, social security, workers' compensation,
2 or claims based on facts occurring outside the Class Period. For the avoidance
3 of doubt, the release by Participating Class Members does not include claims
4 against previously named defendant Fenceworks Rental Systems, LLC f.k.a.
5 Fenceworks Rental Systems, Inc. ("Rental Systems"), except to the limited
6 extent a Participating Class Member alleges Rental Systems is or should be
7 jointly liable for the same underlying violation(s) that occurred during their
8 employment with Defendant."

9 (b) Released by Aggrieved Employees: "All Aggrieved Employees (including
10 Non-Participating Class Members) and the State of California are deemed to
11 release, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, the Released Parties from all claims for PAGA penalties during the
14 PAGA Period, that were alleged, or reasonably could have been alleged, based
15 on the facts stated in the Operative Complaint and the PAGA Notice, and
16 ascertained in the course of the Action including the failure to pay minimum
17 and straight time wages, failure to pay overtime and double time wages, failure
18 to provide meal periods, failure to authorize and permit rest periods, failure to
19 timely pay final wages at termination, failure to provide accurate itemized
20 wage statements, and failure to indemnify employees for expenditures, and any
21 claims for PAGA penalties premised on the following Labor Code sections:
22 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, and
23 2802."

24 21. The Parties and Administrator are hereby directed to comply with the terms of the
25 Settlement.

26 22. The Parties shall bear their own respective attorneys' fees and costs except as
27 otherwise provided in the Settlement and this Judgment and Order Granting Final Approval ("Final
28 Approval Order").

1 23. Pursuant to California Code of Civil Procedure section 664.6, without affecting the
2 finality of this order in any way, the Court retains jurisdiction of all matters relating to the
3 interpretation, administration, implementation, effectuation, and enforcement of this order, the
4 Settlement, and the Agreement.

5 24. The Court hereby enters final judgment in accordance with the terms of the
6 Settlement, the Preliminary Approval Order, and this Final Approval Order, subject to the Court's
7 continuing jurisdiction over the Action and the Settlement, including pursuant to California Rule
8 of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement
9 administration matters, and (c) addressing such post-Judgment matters as may be appropriate under
10 court rules or applicable law.

11 25. A Compliance Hearing is set for _____ at _____ a.m./p.m. in Department
12 C-64 of the above-captioned court.

13 26. A final report from the Administrator confirming that disbursements were made
14 pursuant to the Agreement shall be filed no later than 15 days ^{after all distributions.} ~~prior to the Compliance Hearing.~~ If
15 the Court is satisfied that funds have been fully distributed, no appearance by the Parties will be
16 required.

17 **IT IS SO ORDERED.**

18 Dated: 7/18/2026

19 
HONORABLE LOREN G. FREESTONE
JUDGE OF THE SUPERIOR COURT