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13 Attorneys for Plaintiffs and the Aggrieved Employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN BERNARDINO**

16 CONSUELO JASSO AYALA and NANCY
17 GOMEZ, on behalf of themselves and all others
similarly situated;

18 Plaintiffs,

19 v.

20 FABFITFUN, INC., a Delaware Corporation;
21 and DOES 1-50, inclusive;

22 Defendants.

CASE NO.: CIVDS2006687

Assigned to the Hon. David Cohn.

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

HEARING INFO

Date: September 29, 2021

Time: 10:00 a.m.

Dept.: S26

Complaint Filed: March 4, 2020

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Private Attorneys General Act Settlement Agreement
4 and Release (the "Settlement Agreement" and/or the "Settlement") submitted in support of
5 Plaintiffs' Notice of Motion and Motion to Approve PAGA Settlement Pursuant to the Private
6 Attorney General Act of 2004 ("Plaintiff's Motion") as Exhibit "A" to the Declaration of Joshua
7 Falakassa, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiffs' Motion is
8 **GRANTED**, subject to the following findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
13 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
14 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
15 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
16 respective positions. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
19 recognizes the significant value accorded to the Allegedly Aggrieved Employees.

20 c) The Settlement Agreement is not an admission by Defendant FabFitFun, Inc. or
21 any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any
22 wrongdoing by Defendant or any of the Released Parties. Neither is this Order, the Settlement
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
24 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
25 omission, concession, or liability whatsoever by or against the Defendant or any of the Released
26 Parties.

27 d) The Defendants and Released Parties shall pay the Allegedly Aggrieved Employees
28 pursuant to the procedure described in the Settlement Agreement.

1 e) The Court hereby confirms Joshua Falakassa, Esq. of Falakassa Law, P.C.,
2 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and David Yeremian of David Yeremian &
3 Associates, Inc. as Plaintiffs' Counsel.

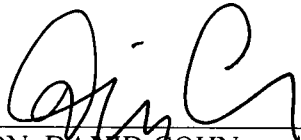
4 f) The Court hereby awards a Fee Amount (attorneys' fees) not to exceed one-third of
5 the Settlement Sum, which is \$273,333.33 in attorneys' fees and \$14,219.51 for reasonable
6 litigation costs (collectively "Plaintiffs' Counsel's Payment"). The Court finds that Plaintiffs'
7 Counsel's Payment is reasonable in light of the relevant factors under California law and in light
8 of the Settlement reached. The payment of the Fee Amount and the Cost Amount to Plaintiffs'
9 Counsel shall be made in accordance with the terms of the Settlement.

10 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
11 fees, or for any other charge, expense, or liability, except as provided in the Settlement
12 Agreement.

13 i) The Court further orders adjudges and decrees that the Allegedly Aggrieved
14 Employees (as defined in the Settlement Agreement) fully releases and discharges Defendant
15 FabFitFun, Inc. along with the Released Parties, of the representative claims for civil penalties
16 pursuant to the terms set forth in the Settlement Agreement.

17 **IT IS SO ORDERED.**

18 DATED: 10/7/21


HON. DAVID COHN
JUDGE OF THE SUPERIOR COURT