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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF EL DORADO**

JESSICA BARACKMAN, an individual, on)
behalf of herself and on behalf of all persons)
similarly situated,)

Plaintiff,)

vs.)

TEAZ N PLEAZ, INC., a California)
Corporation dba SEDUCTIONS; and DOES 1)
through 50, inclusive,)

Defendant.)

Case No. SC 20200179

**[PROPOSED] FINAL
APPROVAL ORDER**

Date: February 25, 2022
Time: 1:30 p.m.
Dept.: 4

*[Assigned for All Purposes to Judge Michael
J. McLaughlin]*

Action Filed: December 21, 2020

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on February 25, 2022 before the above-entitled Court. Zakay Law Group, APC and the JCL Law Firm, APC appeared on behalf of Plaintiff Jessica Barackman ("Plaintiff"). Early Sullivan Wright Gizer & McRae, LLP appeared on behalf of Defendant Teaz N Pleaz, Inc. ("Defendant").

I.
FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of El Dorado (“Court”), Case No. SC 20200179, entitled *Barackman, et al., v. Teaz N Pleaz, Inc. et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On October 12, 2021 the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, Class Notice was mailed by first class mail to the Class Members at their last known addresses on November 2, 2021. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was December 17, 2021. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

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2 **Fairness Of The Settlement**

3 6. The Agreement provides for a Gross Settlement Amount of \$225,000. The
4 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
5 Cal.App.4th 1794, 1801.)

6 a. The settlement was reached through arms-length bargaining between
7 the parties. There is no evidence of any collusion between the parties in reaching the proposed
8 settlement.

9 b. The Parties' investigation and discovery have been sufficient to
10 allow the Court and counsel to act intelligently.

11 c. Counsel for both parties are experienced in similar employment
12 class action litigation and have previously settled similar class claims on behalf of employees
13 claiming compensation. All counsel recommended approval of the Settlement.

14 d. The percentage of objectors and requests for exclusion is small. No
15 objections were received. No requests for exclusion were received.

16 e. The participation rate is high. All Class Members will be
17 participating in the Settlement and will be sent settlement payments.

18 7. The consideration to be given to the Class under the terms of the Agreement
19 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
20 this Action and is fair, reasonable and adequate compensation for the dismissal release of the
21 Released Class Claims, given the uncertainties and risks of the litigation and the delays which
22 would ensue from continued prosecution of the Action.

23 8. The Agreement is finally approved as fair, adequate and reasonable and in
24 the best interests of the Class Members.

25 **Attorneys' Fees and Litigation Expenses**

26 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
27 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
28 approval. The Agreement also provides for an award of their actual litigation expenses incurred

1 in an amount not to exceed \$15,000 as the Class Counsel Litigation Expenses Payment. Class
2 Counsel requests an award of \$15,000 as reimbursement for litigation expenses, and \$75,000 for
3 attorneys' fees.

4 10. An award of \$75,000 for the Class Counsel Fees Payment and \$15,000 for
5 the Class Counsel Litigation Expenses Payment is reasonable in light of the contingent nature of
6 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
7 Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
8 reasonable and at the low end of the range for fee awards in common fund cases, and is supported
9 by Class Counsel's lodestar.

10 **Class Representative Service Payments**

11 11. The Agreement provides for a service award of up to \$10,000 for Plaintiff
12 as the Class Representative Service Payment, subject to the Court's approval. The Court finds that
13 the amount of \$10,000 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
14 this class action litigation.

15 **Settlement Administration Expenses**

16 12. The Agreement provides for Settlement Administration Expenses to be paid
17 in an amount not to exceed \$8,500. The Declaration of the Settlement Administrator provides that
18 the actual claims administration expenses were \$8,500. The amount of this payment is reasonable
19 in light of the work performed by the Settlement Administrator.

20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
23 ADJUDGED AND DECREED:

24 1. The Class is certified for the purposes of settlement only. The Class is
25 hereby defined to include:

26 all non-exempt employees are or previously were employed by Defendant in
27 California during the Class Period. The Class Period is the period of time from
28 October 12, 2016 to May 10, 2021.

2. Every person in the Class who did not opt out is a Participating Class Member.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and litigation expenses in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

5. The payment of service award to the Plaintiff in the amount of \$_____ is approved.

6. The payment of \$_____ to the Settlement Administrator for Settlement Administration Expenses is approved.

7. The PAGA Payment of \$_____ is approved.

8. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Participating Class Member. The Final Judgment shall operate as a full release and discharge of Defendant including past and present officers, directors, employees, shareholders, owners, successors, attorneys, assigns, affiliates. ("Released Parties") from all class claims alleged in the operative complaint in *Barackman v. Teaz N Pleaz, Inc.* Case No. SC 20200179, including all claims, requests for damages and penalties alleged therein, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

9. In addition to the release given by each Participating Class Member, Plaintiff also generally releases the Released Parties from any and all of the Plaintiff's Released Claims as defined in the Agreement. This general release by Plaintiff also includes a waiver of rights under California Civil Code Section 1542.

1 10. The Agreement is not an admission by Defendant or any of the other
2 Released Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any
3 claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties.
4 Neither this Final Approval Order, the Agreement, nor any document referred to herein, nor any
5 action taken to carry out the Settlement is, may be construed as, or may be used as an admission
6 by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability
7 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
8 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
9 admission or concession with regard to the denials or defenses by Defendant or any of the other
10 Released Parties and shall not be offered in evidence in any action or proceeding against
11 Defendant or any of the Released Parties in any court, administrative agency or other tribunal for
12 any purpose as an admission whatsoever other than to enforce the provisions of this Final
13 Approval Order and Judgment, the Agreement, or any related agreement or release.
14 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
15 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
16 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
17 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
18 claims being released by the Settlement.

19 11. Notice of entry of this Final Approval Order and Judgment shall be given to
20 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
21 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
22 Final Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the
23 Class Notice.

24 12. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
25 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a
26 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
27 connection with the distribution of settlement benefits.

1 11. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

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7 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

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10 DATED: _____, 2022

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12 _____
13 Hon. Michael J. McLaughlin
14 Judge, Superior Court for the State of California,
15 County of El Dorado
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