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Attorney for Defendant and Cross-Plaintiff
JENNIFER M. FULLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

CELEBRITY FOUNDATION FOR
CHILDREN, a California Nonprofit
Corporation

Plaintiff,

JENNIFER M. FULLER, an individual;
and DOES 1 through 25, inclusive

Defendants.

JENNIFER M. FULLER, an individual,

Cross-Plaintiff,

v.

MICHAEL FARAH an individual, THE
CELEBRITY FOUNDATION FOR
CHILDREN, and DOES 1 through 5,
inclusive,

Cross-Defendants.

Case No.: CVRI2201097

Assigned to: Hon. Harold Hopp, Historic
Courthouse, Dept. 1

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

ORDER

The Court has reviewed and considered: (1) the parties' Private Attorneys General Act Agreement and Release ("Settlement Agreement") entered into by Jennifer Fuller ("Fuller") and The Celebrity Foundation for Children ("Celebrity"); and (2) Fuller's Motion for Approval of PAGA Settlement, as well as all legal authorities and evidence submitted in support thereof. Having found this matter suitable for disposition without oral argument, and good cause appearing therefor, IT IS HEREBY ORDERED as follows:

1. The Court has jurisdiction over the subject matter of this proceeding and over all parties. Pursuant to Labor Code §2698(l)(2) of the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§2698, *et seq.* ("PAGA"), the Court hereby approves the proposed settlement of the Fuller's PAGA claim under the terms and conditions set forth in the Settlement Agreement, subject to the terms of this Order.

2. For purposes of the settlement, the Court finds that the "Aggrieved Employees" are 13 individuals, including Fuller, employed from between March 31, 2021 and the date of this order by Celebrity and classified as independent contractors.

3. Subject to the terms of this Order, the Court finds that the terms set forth in the Settlement Agreement are fair and reasonable and therefore directs the parties to carry out and effectuate the settlement according to the terms in the Settlement Agreement.

4. The Court finds the Gross Settlement Amount of Fifty Thousand Dollars (\$50,000) provided for in the Settlement Agreement to be fair and reasonable. Under no condition will Celebrity's liability for payments under the Settlement Agreement exceed the Gross Settlement Amount.

5. The Court approves the distribution of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

6. The Court approves the distribution of the "Net Settlement Amount," as defined in the Settlement Agreement, according to the following allocations set forth in the Settlement Agreement: (a) seventy-five percent (75%) shall be allocated to the Labor & Workforce Development Agency ("LWDA"); and (b) twenty-five percent (25%) shall be allocated to the

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1 Aggrieved Employees. The twenty-five percent (25%) allocated to the Aggrieved Employees shall
2 be distributed on a pro-rata basis as provided in Paragraph 6 of the Settlement Agreement.

3 7. Aggrieved Employees shall not be required to submit a claim form to receive their
4 respective shares, and Aggrieved Employees shall not be permitted to exclude themselves from the
5 settlement. The total and individual number of weeks of employment by Aggrieved Employees
6 during the PAGA Period shall be calculated by Celebrity

7 8. The Court approves an award of attorneys' fees to be paid to Fuller's Counsel, Law
8 Office of Corbett H. Willims, from the Gross Settlement Amount in the amount of Sixteen
9 Thousand, Five Hundred Dollars (\$16,500) (*i.e.*, 33.33% of the Gross Settlement Amount), and
10 reimbursement of costs in the amount of Three Thousand, Six Hundred and Fifty-One Dollars and
11 Ninety-Nine Cents (\$3,651.99) that were incurred in the prosecution of the Lawsuit. The Court finds
12 such amounts reasonable in view of the results achieved in the Lawsuit and the time and effort
13 expended by Fuller's Counsel.

14 9. The Court approves Phoenix Class Action Administration Solutions to act as the
15 settlement administrator (the "Settlement Administrator") for purposes of this settlement. The Court
16 further approves payment from the Gross Settlement Amount to the Settlement Administrator for
17 its reasonable fees, costs, and expenses incurred in administering this settlement in accordance with
18 the terms of the Settlement Agreement in an amount not to exceed One Thousand, Seven Hundred,
19 Fifty Dollars and Fifty Cents (\$1,750.50).

20 10. The Court finds that as of the "Effective Date" (as that term is defined in the
21 Settlement Agreement), Fuller and all Aggrieved Employees release Celebrity (*i.e.*, Celebrity
22 Foundation for Children), and officers, directors, employees and agents from all statutory penalties
23 that could have been sought on behalf of the State of California for the violations identified in
24 Fuller's pre-filing letter to the LWDA during the period from March 31, 2021, through the date of
25 this order.

26 11. The Court approves the form of the payment explanation letter attached as Exhibit B
27 to the Settlement Agreement that is to accompany individual payments to Aggrieved Employees.

1 Such letter shall be distributed to Aggrieved Employees under the terms set forth in the Settlement
2 Agreement.

3 12. Fuller's Counsel shall file a declaration attesting to the disposition of the Gross
4 Settlement Amount no later than December 16, 2024. A Final Accounting (Nonappearance) Hearing
5 is set for December 30, 2024 at 8:30 a.m.

6 **IT IS SO ORDERED.**
7

8 Dated: _____

The Honorable Harold Hopp