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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF PLACER**

NICOLE PRAHM, ANTHONY
JARAMILLO, as aggrieved employees
pursuant to the Private Attorneys General Act
(PAGA),

Plaintiffs,

vs.

HOT TOPIC, INC.; and DOES 1 to 20,
inclusive,

Defendants

Case No. S-CV-0049489

**AMENDED [~~PROPOSED~~] ORDER
APPROVING PLAINTIFFS' PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND DISMISSING PAGA
CLAIMS WITH PREJUDICE**

Date: February 4, 2025

Time: 8:30 am

Dept.: 42

Filed: November 18, 2022

Amended Complaint: October 21, 2024

Trial Date: None Set

**AMENDED [~~PROPOSED~~] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT
AND DISMISSING PAGA CLAIMS WITH PREJUDICE**

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above
3 referenced case came before this Court, on February 4, 2025, in Department 42. Named Plaintiffs
4 Anthony Jaramillo and Nicole Prahm (“Plaintiffs”) filed this Private Attorneys General Act (“PAGA”) Action. The Complaint alleges that Defendant Hot Topic, Inc. (“Defendant”) committed violations of
5 Labor Code sections 201-203, 204, 226(a), 226.7, 510, 1194, 1197, 1197.1, 2802, and the applicable
6 IWC Wage Orders, and is liable for civil penalties pursuant to the PAGA. Defendant has denied all of
7 Plaintiffs’ allegations.
8

9 The parties have agreed to a settlement of the PAGA claims and the dismissal of PAGA claims
10 with prejudice. Defendant will provide monetary consideration in exchange for a release of claims and
11 dismissal consistent with the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
12 Court, having received and considered Plaintiffs’ Motion, the declarations in support thereof, the
13 Settlement Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND
14 MAKES DETERMINATIONS AS FOLLOWS:

15 **1. SCOPE OF INDIVIDUALS INCLUDED WITHIN THE PAGA SETTLEMENT –**
16 **AGGRIEVED EMPLOYEES**

17 The Court finds that Plaintiffs have exhausted all administrative remedies required to bring the
18 PAGA claims asserted in this litigation and are authorized to act as private attorneys general with
19 respect to the PAGA claims being released under the proposed Settlement Agreement. The Court finds
20 the individuals (“Aggrieved Employees”) included within the scope of the Settlement Agreement are as
21 defined by the Parties in the Settlement Agreement.

22 **2. APPROVING THE SETTLEMENT AGREEMENT**

23 The Court has reviewed the Settlement Agreement, which was submitted with the Motion as
24 **Exhibit A.** The Court finds that the Settlement Agreement is fair, reasonable, and adequate and
25 approved as required under California Labor Code section 2698, *et seq.* Based on the amount of
26 penalties at issue, the risk of loss on the merits, the risk of being able to prove violations in each pay
27 period as to each individual as required by statute for damages purposes, and the Court’s statutorily
28

1 authorized power to reduce penalties, the Settlement Agreement represents a substantial recovery for
2 individuals within the scope of the PAGA claims and for the Labor and Workforce Development
3 Agency to further its purpose in enforcing the Labor Code. The Court also finds that the Settlement
4 Agreement provides a recovery that creates an effective substantial deterrent to any potential future non-
5 compliance, furthering the purpose of the Labor Code and Labor and Workforce Development Agency.

6 The Court approves of the PAGA penalty allocations set forth in the Settlement Agreement
7 wherein the Net Settlement Amount shall be allocated as the 75% share of civil penalties pursuant to the
8 allocation set forth in Labor Code section 2699(i) to be paid to the Labor and Workforce Development
9 Agency, with 25% share of civil penalties pursuant to the allocation set forth in Labor Code section
10 2699(i) to be paid to the PAGA Group.

11 The Court approves of the releases set forth in the Settlement Agreement, and shall fully release
12 and forever discharge any and all claims arising during the PAGA Period seeking civil penalties under
13 PAGA that were alleged or that reasonably arise from the facts pleaded in the Actions, or either of them,
14 under any theory of law, including but not limited to claims concerning unpaid wages, unpaid overtime,
15 meal and rest periods, wage statement violations, timing of payment, timekeeping issues or errors,
16 rounding, calculation of regular rates and overtime rates (and resulting unpaid or underpaid minimum
17 wage, overtime, double time, sick pay, vacation, meal and/or rest period penalties, bonus overtime,
18 and/or other similar claims), failure to reimburse claims, waiting time violations, and claims arising
19 under or relating to the alleged violations of California Labor Code sections 201, 202, 203, 204, 221,
20 222, 223, 226, 226(a), 226(b), 226(c), 226.7, 226.7(b), 226.7(c), 227.3, 233, 246, 246(1), 432, 510, 512,
21 558, 1197, 1198, 1198.5, 2802, 2698, 2802, and 2699 *et seq.* (“Released Claims”) against Defendant, its
22 past and present divisions, affiliates, affiliated entities, related entities, parents, managing members,
23 subsidiaries, predecessors, successors, assigns, and their respective former and present shareholders,
24 owners, officers, directors, employees, agents, trustees, attorneys or legal representatives, insurers,
25 representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, and/or any other entity or
26 individual which could be liable for the acts or omissions of Defendant in relation to the Released
27 Claims (hereinafter “Released Parties”).
28

1 Additionally, because the Court finds the parties' settlement to have been agreed upon only after
2 significant investigation and arms-length negotiations in mediation, and in an attempt to avoid further
3 delays and costs, the Court grants approval to the settlement, which is incorporated by reference in its
4 entirety, as if stated here in full.

5 The Court finds that the Common Fund Doctrine is applicable to this case because there is a
6 sufficiently identifiable class of beneficiaries (*i.e.*, the Aggrieved Employees and the Labor and
7 Workforce Development Agency), the benefits can be accurately traced as set forth in the Settlement
8 Agreement, Plaintiffs and Plaintiffs' counsel were able to negotiate on behalf of the beneficiaries, and
9 the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum
10 percentage of the common fund. *See Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th
11 Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1
12 Cal.5th 480, 506 (2016). The Court finds the attorneys' fees request of one-third of the common fund
13 (\$393,294.00) to be appropriate compensation for Plaintiffs' counsel. The attorneys' fees request is
14 within the range that has been approved by other Courts in similar cases and reasonable in light of the
15 circumstances of this case, the results obtained on behalf of the Aggrieved Employees and the Labor and
16 Workforce Development Agency, and the contingent nature of the recovery over the course of this case,
17 which included potential loss at summary judgment, and/or trial proceedings. Additionally, the Court
18 orders that costs of \$ 20,566.48 be paid to class counsel for reasonable costs incurred in this case.

19 The Court approves ILYM as the Claims Administrator to perform the administration of the
20 PAGA Settlement in accordance with the Settlement Agreement, and whose costs shall be
21 approximately \$17,350 as provided for in the Settlement Agreement and quote provided by ILYM. The
22 Court orders that any difference between the actual costs and the \$17,350 shall be provided to the Net
23 Settlement Amount for distribution to the LWDA and Settlement group Members in accordance with the
24 Settlement Agreement. The Court hereby order the Claims Administrator, ILYM Group, Inc., to comply
25 with all procedures in the Settlement Agreement regarding provision of notice and payment to the
26 PAGA Members, and further orders the Parties to assist the Claims Administrator in all ways necessary
27 to accomplish this.
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The Court approves the request for enhancement payments of \$5,000 each to the two named Plaintiffs and orders these payments to be made from the Gross Settlement Amount as provided for the in the Settlement Agreement.

3. APPROVAL OF THE NOTICE OF SETTLEMENT

The Court finds that the Notice of PAGA Settlement, which was included as **Exhibit A** to the Settlement Agreement, fairly and adequately advises individuals affected by the Settlement Agreement of its terms and effect. The Court further finds that the Notice of PAGA Settlement and distribution of such notice by first class mail to each identified Settlement Group Member at his or her most recent address based on a National Change of Address database search from the class members' last known address and a skip trace on any Settlement Group Member who have the class notice returned as "undeliverable" or "not at this address" comports with all constitutional requirements, including those of due process.

4. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves the Settlement Agreement and the implementation schedule identified in the Settlement Agreement and orders said implementation schedule be adhered to.

Last day for Defendants to provide Claims Administrator with Aggrieved Employee information	60 calendar days after Effective Date
Last day for Defendants to fund settlement	Within 30 calendar days after Effective Date
Last day for Claims Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administration Costs, and payment to Aggrieved Employees	Within 15 calendar days after Defendant funds the settlement
Last day for Settlement Group Members to cash settlement checks	180 days after issuance of checks to Settlement Group Members

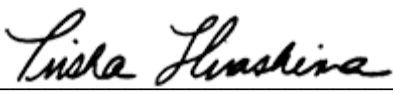
1 Last day for Claims Administrator to deliver
2 value of uncashed settlement checks to
3 Department of Unclaimed Property

20 days after settlement check cashing
deadline

4 IT IS FURTHER ORDERED that Plaintiffs' PAGA claims shall be dismissed with prejudice in
5 their entirety and as to all Parties as set forth in the Settlement Agreement, with each party to bear its
6 own fees and costs outside of what has been ordered herein. This matter is subject to the Court's
7 continuing jurisdiction to monitor and enforce the terms of this order and the approved Settlement
8 Agreement pursuant to California Civil Procedure Code section 664.6. In any action to enforce the terms
9 of the Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and
10 costs.

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12 IT IS SO ORDERED.

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14 Date: 4-1-2025

By: 
15 /s/ Hon. Trisha Hirashima
16 Judge of the Superior Court
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