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FILED
Superior Court of California
County of Sacramento
08/12/2024
V. Aleman, Deputy

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Attorneys for Plaintiff and the Aggrieved Employees

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

ALYSSA COULTER, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

GAMESTOP INC, a Minnesota
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV002568

Assigned to the Lauri A. Damrell, Dept. 22

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

Hearing Information:

Date: August 2, 2024

Time: 9:00 a.m.

Dept.: 22

Reservation No.: A-02568-001

1 **PROPOSED ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the PAGA Representative Action Settlement Agreement and
4 Release (the "Settlement Agreement" and/or the "Settlement") submitted in support of Plaintiff's
5 Notice of Motion and Motion to Approve PAGA Settlement ("Plaintiff's Motion") as Exhibit "A"
6 to the Declaration of Mehrdad Bokhour, and good cause appearing, **IT IS HEREBY ORDERED**
7 that Plaintiff's Motion is **GRANTED**, subject to the following findings and orders:

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

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

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

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

1 e) The Court hereby confirms Joshua Falakassa, Esq. of Falakassa Law, P.C. and
2 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. as Plaintiff's Counsel.

3 f) The Court hereby awards a Fee Amount (attorneys' fees) one-third (33.33%) of the
4 Settlement Sum, which is \$333,333.33 in attorneys' fees and \$22,456.95 for reasonable litigation
5 costs (collectively "Plaintiff's Counsel's Payment"). The Court finds that Plaintiff's Counsel's
6 Payment is reasonable in light of the relevant factors under California law and in light of the benefit
7 obtained on behalf of the State of California and Allegedly Aggrieved Employees. The payment of
8 the Fee Amount and the Cost Amount to Plaintiff's Counsel shall be made in accordance with the
9 terms of the Settlement.

10 g) The Court orders an incentive award of \$10,000 to the named Plaintiff, Alyssa
11 Coulter.

12 h) Aggrieved Employees shall have 180 days from the date of issuance by the
13 Settlement Administrator to present the Settlement check for payment to a financial institution. If
14 an Aggrieved Employee does not present his/her Settlement check for payment within this time
15 period, the uncashed check shall be submitted to the California Unclaimed Property Fund.

16 i) The Court hereby sets a hearing date of May 9, 2025, at 10:30 a.m. for a
17 hearing on the final accounting and distribution of the settlement.

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

20 l) The Court further orders, adjudges and decrees that the Allegedly Aggrieved
21 Employees (as defined in the Settlement Agreement) fully release and discharge Defendant, along
22 with the Released Parties, of the representative claims for civil penalties pursuant to the terms set
23 forth in the Settlement Agreement.

24 m) To effectuate the Settlement, Defendant is hereby ordered to provide the Settlement
25 Administrator with a list of the names, addresses, and number of pay periods/paychecks issued to
26 each of the Allegedly Aggrieved Employees during the PAGA Period within fifteen (15) days after
27 this Order approving the Settlement. The contact information shall be provided confidentially to the
28 Settlement Administrator only, and the Settlement Administrator shall treat the information as

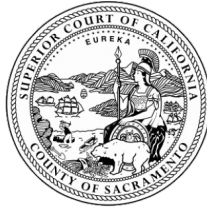
1 private and highly confidential and take all necessary precautions to maintain the confidentiality of
2 the contact information of the PAGA Settlement Members.

3

4 **IT IS SO ORDERED.**

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6 DATED: 08/12/2024



A handwritten signature in black ink, appearing to read "L. Damrell".

HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT

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