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Clerk of the Superior Court
By T. Automation ,Deputy Clerk

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Attorneys for Plaintiff Amos Maldonado

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

AMOS MALDONADO, individually and on
behalf of all others similarly situated and the
State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

FUNKO, LLC and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2024-00017602-CU-OE-CTL

*Hon. Marcella O McLaughlin
Dept. 72*

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS AND
ENTERING JUDGMENT**

Action Filed: April 12, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On May 1, 2026, at 9:30 a.m. in this Department, the Court entered the Order Granting Final
4 Approval of Class Action Settlement and Attorneys' Fees and Costs and Entering Judgment
5 attached hereto as Exhibit 1.
6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: May 5, 2026

Ferraro Vega Employment Lawyers, Inc.

14
15 
16 _____
17 Nicholas J. Ferraro
18 Lauren N. Vega
19 Ricardo De Leon
20 *Attorneys for Plaintiff Amos Maldonado*
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EXHIBIT 1

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FILED *BD.*
Clerk of the Superior Court

MAY 01 2026

By: B. Delgado, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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AMOS MALDONADO, individually and on
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Case No. 37-2024-00017602-CU-OE-CTL

Hon. Marcella O McLaughlin
Dept. 72

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT**

Motion for Final Approval/Attorneys' Fees:

Date: May 1, 2026

Time: 9:30 a.m.

[Filed concurrently with Plaintiff's Notice of
Unopposed Motion and Motion for Final
Approval of Class Action Settlement, Plaintiff's
Memorandum of Points and Authorities,
Declaration of Nicholas J. Ferraro, Declaration
of Regina Cutler, and Declaration of Plaintiff
Amos Maldonado]

Action Filed: April 12, 2024

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT
AND ATTORNEYS' FEES AND COSTS AND ENTERING JUDGMENT

1 This matter came on for hearing on May 1, 2026, at 9:30 a.m. in Department 72 of the above-
2 captioned Court, the Honorable Marcella O McLaughlin presiding, on (1) Plaintiff's Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
6 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
7 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
8 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
10 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
11 informed the class of the terms of the Settlement, their right to receive a settlement payment without
12 any required action, their right to comment upon or object to the Settlement, and their right to appear
13 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
14 Settlement. Adequate periods of time were provided for each of these procedures.

15 2. Zero Class Members returned a written objection to the proposed Settlement as part of
16 the notice process or stated an intention to appear at the Final Approval Hearing and there were no
17 dissenting appearances from Class Members at the hearing. One Class Member requested exclusion
18 from the Settlement. This "opt out" is affirmatively excluded from the class settlement.

19 3. The Court finds and determines the notice procedure afforded adequate protections to
20 the Class and provides the basis for the Court's informed decision regarding approval of the Settlement
21 based on the response. The Court finds and determines the notice provided was the best notice
22 practicable, satisfying the requirements of law and due process.

23 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
24 proposed class is ascertainable and so numerous that joinder of all members of the class is
25 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
26 defined community of interest among members of the class with respect to the subject matter of the
27 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class
28 representative has and will fairly and adequately protect the interests of the class; (e) a class action is

- 1 -

1 superior to other available methods for an efficient adjudication of this controversy in the context of
2 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
3 to serve as Class Counsel in this action.

4 5. The Court confirms certification, for settlement purposes only, of the class as defined in
5 the Settlement and approved at the preliminary approval stage.

6 6. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
7 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
8 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
9 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
10 extensive investigation, research, and informal discovery, and that their attorneys were able to
11 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
12 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
13 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
14 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
15 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
16 forth herein.

17 7. The Participating Class Members will be bound by the Settlement, including, but not
18 limited to, the Released Claims. As of the date Defendant Funko, LLC fully funds the Gross Settlement
19 Amount, and in consideration for their Individual Class Payments, each Participating Class Member
20 shall release Defendant Funko, LLC and the Released Parties, and each of them, from any and all
21 Released Claims as set forth in the Settlement.

22 8. The Court finds and determines the fees and expenses in administering the Settlement
23 incurred by the Settlement Administrator of \$8,500.00 are fair and reasonable. The Court orders these
24 administration costs be paid in accordance with the terms of the Settlement.

25 9. The Court finds and determines the Service Award of \$10,000.00 to Plaintiff Maldonado
26 as fair and reasonable. The Court orders the service awards be paid in accordance with the terms of
27 the Settlement. In consideration of Plaintiff's Service Award, and effective on the date when
28 Defendant Funko, LLC fully funds the entire Gross Settlement Amount, and other terms and

1 conditions of the Settlement, Plaintiff Amos Maldonado fully, finally and forever releases Defendant
2 Funko, LLC and Released Parties from all claims set forth in the Settlement, including Plaintiff's
3 waiver of California Civil Code section 1542.

4 10. The Court finds and determines payment to the California Labor and Workforce
5 Development Agency of \$15,000, as its 75% share of the civil penalties under the Private Attorneys
6 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
7 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
8 General Act pursuant to Labor Code § 2699(s)(2). Additionally, all PAGA Members (as defined in the
9 Settlement as all California non-exempt employees employed by Defendant Funko, LLC at any time
10 during the PAGA Period of April 4, 2023 through July 19, 2025), will also release the Released Claims
11 as set forth in the Settlement, and will be sent a portion of the PAGA Payment. Accordingly, as of the
12 date Defendant Funko, LLC fully funds the Gross Settlement Amount, and in consideration for the
13 PAGA Payment, Defendant Funko, LLC and Released Parties shall receive a release from the State of
14 California and all PAGA Members for all Released Claims as set forth in the Settlement.

15 11. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Plaintiff has
16 given notice of the Settlement. The Court finds and determines that the notice of Settlement complied
17 with the statutory requirements of PAGA.

18 12. Pursuant to the terms of the Settlement and the statutory provisions authorizing
19 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
20 for Attorneys' Fees, the Court awards Class Counsel attorneys' fees of \$191,647.50 and litigation costs
21 of \$16,108.24. Class Counsel has sufficiently explained the basis for the fee award based on a
22 percentage of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the
23 Settlement Administrator to make these payments in accordance with the Settlement.

24 13. Without affecting the finality of this Order or the entry of judgment in any way, the
25 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
26 and enforcement of this Order and the Settlement.

1 14. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
2 the Settlement or under this Order, including the requirement that Defendant make payments to Class
3 Members in accordance with the Settlement.

4 15. The Settlement and this Final Approval Order are not an admission by Defendant Funko,
5 LLC, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the
6 Action or of any wrongdoing by Defendant or that this Action is appropriate for class or representative
7 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
8 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is,
9 may be construed as, or may be used as an admission by or against Defendant Funko, LLC of any
10 fault, wrongdoing or liability whatsoever. This Final Approval Order, the Judgment and the Settlement
11 shall not be used to argue in this Action or any other matter that Defendant Funko, LLC has waived
12 any defense it may have to a class and/or representative action. The entering into or carrying out of the
13 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as,
14 or deemed to be evidence of, an admission or concession with regard to the denials or defenses by
15 Defendant Funko, LLC. Notwithstanding these restrictions, Defendant Funko, LLC may file in the
16 Action or in any other proceeding, this Final Approval Order and Judgment, the Settlement, or any
17 other papers and records on file in the Action as evidence of the settlement to support a defense of res
18 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as
19 to any of the claims released in the Settlement by Plaintiff, Class Members, or the PAGA Members.

20 16. Other than as set forth herein, neither Defendant Funko, LLC nor any of the Released
21 Parties shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other
22 charge, expense or liability, except as provided by the Settlement. Further, except as set forth herein
23 and the Settlement, Plaintiff Amos Maldonado, Class Members, and PAGA Members shall take
24 nothing further from this Action.

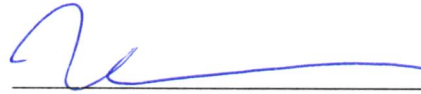
25 17. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
26 Settlement, in accordance with this Final Approval Order and Judgment.

27 18. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
28 Entry of Judgment with the Court.

1 IT IS SO ORDERED.

2
3 Date:

MAY 1, 2026



The Honorable Marcella O McLaughlin
Judge of the Superior Court

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 5/1/2026

JUDICIAL OFFICER: MARCELLA O. MCLAUGHLIN

CASE NO.: 37-2024-00017602-CU-OE-CTL

CASE TITLE: Maldonado vs Funko LLC [E-FILE]

Plaintiff's unopposed motion for final approval of class action settlement is GRANTED.

A. The court finds that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *see also Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664. Accordingly, the court approves the parties' proposed settlement.

B. The litigation costs of \$16,108.24, payable to class counsel, and the claims administration costs of \$8,500, payable to CPT Group are reasonable for a case of this type. Moreover, the costs have been substantiated and both are less than the amounts originally estimated in the preliminary approval papers (\$20,000 and \$10,000, respectively). (*See Ferraro Decl.*, ¶ 15; *see also Cutler Decl.*, ¶ 15, Ex. B.) Thus, the costs are approved.

C. The proposed service award of \$10,000 to plaintiff is reasonable under the circumstances and not disproportionate to the average amount that the 281 participating settlement class members will receive. The service award is therefore approved.

D. Finally, with respect to attorneys' fees, "[t]he court has a duty, independent of any objection, to assure that the amount and mode of payment of attorneys' fees are fair and proper, and may not simply act as a rubber stamp for the parties' agreement." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555. In common fund cases like this one, trial courts have discretion to begin with a percentage-of-recovery approach and then to use the "lodestar" approach to cross-check the reasonableness of the percentage. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503-06.

Here, the attorney's fees proposal of \$191,647.50 represents one-third of the gross settlement amount of \$575,000. This is not out of line with class action fee awards calculated using the percentage-of-the-benefit method. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn. 11.

Performing the "lodestar" cross-check further confirms the reasonableness of the fees request. The evidence shows that counsel billed a total of 277 hours on this matter. (*See Ferraro Decl.*, ¶ 9.) This results in a blended hourly rate of approximately \$691.87 (\$191,647.50 in requested fees divided by 277 hours), which is reasonable for similar work in San Diego County during the relevant time period. The requested fee award is also commensurate with counsel's theoretical lodestar of \$166,200. (*See id.* at ¶¶ 9-10.) In sum, based on the evidence submitted, the court finds that the requested fee award of \$191,647.50 is reasonable under the circumstances and hereby approved. *See Nemecek & Cole v. Horn* (2012) 208 Cal.App.4th 641, 651 ("The amount to be awarded as attorney fees is left to

the sound discretion of the trial court, which is in the best position to evaluate the services rendered by an attorney in his courtroom.”).

E. The court will sign the proposed order submitted with the moving papers. See ROA 33. Plaintiff must submit the signed order to the LWDA within 10 days. See Lab Code § 2699(s)(3).