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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

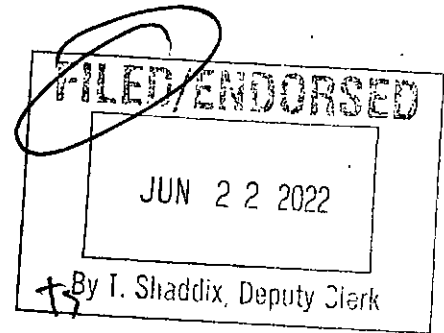
16 **BRYNN SALVADOR LOPEZ BENAVIDES,**
17 on behalf of himself, the State of California and
18 all other aggrieved employees,

19 Plaintiff,

20 v.

21 **PRODUCTION FRAMING, INC.** a California
22 Corporation; and **DOES 1-50**, inclusive.

23 Defendants.



CASE NO.: 30-2021-00295745

~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT

HEARING INFO

Date: May 12, 2022
Time: 1:30 p.m.
Dept.: 53

Reservation ID: 2633587

BY FAX



[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

1 **[PROPOSED] ORDER**

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

8 a) All terms used herein shall have the same meaning as 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 as a result of informed and non-collusive arm's-length
14 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
15 respective positions. The Court also finds that settlement now will avoid additional and potentially
16 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
17 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
18 recognizes the significant value accorded to the Aggrieved Employees.

19 c) The Settlement Agreement is not an admission by Defendant Production Framing,
20 Inc. ("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.

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) not to exceed thirty-five
4 (35) percent of the Settlement Sum, which is \$300,300 in attorneys' fees and \$13,404.75 for
5 reasonable litigation costs (collectively "Plaintiff's Counsel's Payment"). The Court finds that
6 Plaintiff's Counsel's Payment is reasonable in light of the relevant factors under California law and
7 in light of the benefit obtained on behalf of the State of California and aggrieved employees. The
8 payment of the Fee Amount and the Cost Amount to Plaintiff's Counsel shall be made in
9 accordance with the terms of the Settlement.

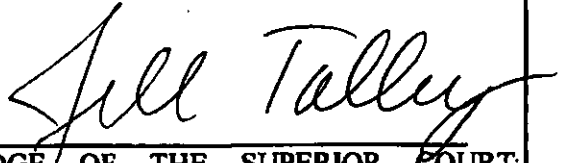
10 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
11 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

12 i) The Court further orders, adjudges and decrees that the Aggrieved Employees (as
13 defined in the Settlement Agreement) fully release and discharge Defendant Production Framing,
14 Inc. along with the Released Parties, of the representative claims for civil penalties pursuant to the
15 terms set forth in the Settlement Agreement.

16 j) To effectuate the Settlement, Defendant is hereby ordered to provide the Settlement
17 Administrator with a list of the names, addresses and number of pay periods/paychecks issued to
18 each of the PAGA Settlement Members during the PAGA Period within thirty (30) days after this
19 Order approving the Settlement. The contact information shall be provided confidentially to the
20 Settlement Administrator only, and the Settlement Administrator shall treat the information as
21 private and highly confidential and take all necessary precautions to maintain the confidentiality of
22 contact information of the PAGA Settlement Members.

23 **IT IS SO ORDERED.**

24 **DATED:** 6/22/22


JUDGE OF THE SUPERIOR COURT