

FEB 27 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

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as an aggrieved employee, and on behalf of all other
6 aggrieved employees

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**
9

10 **ANDREW MANSOUR**, on behalf of all
Similarly situated individuals,

11 Plaintiff,

12
13 v.

14 **HOIST FITNESS SYSTEM, INC.**, a
15 California stock corporations;
and DOES 1-10, inclusive;

16 Defendant.
17
18

CASE NO. 25CU030567C

[Assigned for all purposes to the
Hon. Carolyn M. Caietti, Department C-70]

PAGA REPRESENTATIVE ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
REACHED AT EARLY EVALUATION
CONFERENCE PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA"); AND
ENTERING JUDGMENT**

Date: February 27, 2026

Time: 10:30 a.m.

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Court, having read and considered Plaintiff’s Unopposed Motion for Approval of
3 Settlement Pursuant to PAGA (“Motion”) and Stipulation of Settlement of PAGA Representative
4 Action Reached At Early Evaluation Conference (“Settlement” or “Settlement Agreement” or
5 “Stipulation”), and having heard and considered the arguments of counsel, and GOOD CAUSE
6 appearing, hereby ORDERS as follows:

7 1. The Motion is GRANTED.¹

8 2. The Court grants approval of the Parties’ Settlement Agreement **in the gross sum of**
9 **\$400,000.**²

10 3. The Court hereby enters Judgment in accordance with the terms of the Settlement
11 Agreement and this Order. Upon entry of this Order and Judgment, the Parties shall effectuate and
12 carry out the terms of the Settlement Agreement.

13 4. The Named Plaintiff, the State of California through the Labor Workforce
14 Development Agency (“WDA”) and PAGA Settlement Members are bound by this Judgment.

15 5. The Court finds that the Settlement reached at the early evaluation conference, on
16 November 21, 2025 constitutes a fair, adequate, and reasonable compromise of the State of
17 California’s and PAGA Settlement Members’ claims for civil penalties under PAGA. The Settlement
18 will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent
19 in continued litigation and, after considering the monetary recovery for claimed civil penalties
20 provided as part of the Settlement in light of the challenges posed by continued litigation, the Court
21 concludes that Class Counsel secured significant relief for State and PAGA Settlement Members by
22 the Settlement. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm’s-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
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26 ¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and
27 subject matter jurisdiction to approve the Settlement Agreement.

28 ² A copy of the Settlement Agreement between Plaintiff Andrew Mansour and Defendant Hoist
Fitness System, Inc. (“the Parties”) is attached to the Declaration of Bardia A. Akhavan in Support
of Plaintiff’s Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this
order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 their respective positions in reaching the Settlement.

2 6. The Court further finds that the Settlement is, in all respects, fair, adequate, and
3 reasonable, consistent and compliant with all applicable requirements of the California Code of Civil
4 Procedure, the California and United States Constitutions, including the Due Process clauses, the
5 California Rules of Court, and any other applicable law, and in the best interests of each of the State
6 and the PAGA Settlement Members.

7 7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in accordance
9 with California Labor Code § 2699(1)(2). and the LWDA did not take action in response to that
10 submission as of the date of this Order. The

11 8. The Court finds and determines that the LWDA Payment is fair, reasonable, and
12 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment
13 be made to the LWDA in accordance with the Settlement Agreement.

14 9. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as their
16 share of civil penalties in this case are fair and reasonable and consistent with PAGA's requirements
17 for allocation of penalties. The Court hereby approves and orders the payment of those amounts to
18 be made to the PAGA Settlement Members in accordance with the Settlement Agreement, including
19 as to providing Notice as set forth in the Settlement.

20 10. The Court finds and determines that the capped fees and expenses in administrating
21 the Settlement by APEX Class Action Administration in the amount of \$3,590 are fair and reasonable.
22 The Court hereby approves and orders that the payment of that amount to APEX Class Action
23 Administration from the Gross Settlement Amount in accordance with the Settlement Agreement.

24 11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
25 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees
26 in the amount of one-third of the Gross Settlement Amount, or \$133,333.33, as fair, reasonable and
27 appropriate.³ The Court hereby orders the Settlement Administrator to make this payment to

28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the

1 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement
2 Agreement.

3 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
4 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
5 of actual and incurred litigation costs in the amount of \$972.38. The Court finds this amount to be
6 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to
7 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement
8 Agreement.

9 13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
10 submitted by Plaintiff's Counsel, the Court approves a service payment of \$8,000.00 to the Named
11 Plaintiff and PAGA Representative, Andrew Mansour. The Court finds this amount to be fair and
12 reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiff
13 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

14 14. Upon completion of administration of the Settlement as set forth below, the PAGA
15 Settlement Members and the State of California release Defendant Hoist Fitness Systems, Inc. and
16 its former and present officers, directors, employees, shareholders, members, attorneys, insurers,
17 predecessors, successors, assigns, subsidiaries, affiliates, and agents, from all claims for civil
18 penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts
19 stated in the operative Complaint or the February 10, 2025 PAGA Notice letter during the period
20 from February 10, 2024 through November 21, 2025, and as more particularly described in the
21 Settlement Agreement.

22 15. The Settlement Agreement is not an admission by Defendant, nor is this Order and
23 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or
24 other wrongdoing by Defendant or any other Releasees. Neither this Order and Judgment, the
25 Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out
26 the Settlement Agreement, may be construed as, or may be used as, an admission of any violations,
27 fault, wrongdoing, omission, or liability whatsoever by or against Defendant or other Releasees.

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lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of
representation.

1 16. Without affecting the finality of this Order or the Entry of Judgment in any way, the
2 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
3 effectuation, and enforcement of this Order and the Settlement.

4 17. Nothing in this order shall preclude any action to enforce the Parties' obligations under
5 the Settlement or under this Order, including the requirement that Defendant fund the Gross
6 Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own
7 costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in
8 the Settlement Agreement.

9 18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
10 order within ten (10) calendar days after the Court's entry of this Order.

11 19. Upon completion of administration of the Settlement, the Settlement Administrator
12 will provide written certification of such completion to the Court and counsel for the Parties that shall
13 be filed with the Court five (5) court days before the **Compliance Hearing re Distribution set for**
14 **June 19, 2026 at 9:45 a.m.**, in Department C-70.

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16 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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18 DATED: 2/27/26


The Honorable Carolyn M. Caietti

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