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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

NATHAN POOL, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

v.

UTC RESTAURANT VENTURE, LLC, a  
California limited liability company; PASEO  
RESTAURANT VENTURE, LLC, a  
California limited liability company; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV07785 (Lead Case)  
Consolidated Case No.: 20GDCV00377

Honorable Amy D. Hogue  
Department SSC7

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: May 3, 2022  
Time: 10:00 a.m.  
Department: SSC7

Complaint Filed: February 27, 2020  
Trial Date: None Set

1 This matter has come before the Honorable Amy D. Hogue in Department SSC7 of the  
2 Superior Court of the State of California, for the County of Los Angeles, for Plaintiff's Renewed  
3 Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC appears as  
4 counsel for Plaintiff Nathan Pool ("Plaintiff"), individually and on behalf of all others similarly  
5 situated and other aggrieved employees, and Jackson Lewis PC appears as counsel for Defendants  
6 UTC Restaurant Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants").

7 The Court, having carefully considered the papers, argument of counsel, and all matters  
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Renewed Motion for  
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Joint Stipulation of Class  
12 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached  
13 as "EXHIBIT 2" to the Declaration of Edwin Aiwarzian in Support of Plaintiff's Renewed Motion  
14 for Preliminary Approval of Class Action Settlement. This is based on the Court's determination  
15 that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
20 and reasonable. It appears to the Court that extensive investigation and research have been  
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective  
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial  
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the  
24 further prosecution of the cases. It further appears that the Settlement has been reached as the result  
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalties, Settlement Administration  
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,  
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final  
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted  
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available  
7 to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome  
8 of further litigation relating to certification, liability, and damages issues.

9           5.       The Court concludes that, for settlement purposes only, the proposed Class meets  
10 the requirements for certification under section 382 of the California Code of Civil Procedure in  
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
13 community of interest amongst the members of the Class with respect to the subject matter of the  
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative  
18 of the Class.

19           6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
20 follows:

21               Plaintiff and all current and former hourly- paid, non-exempt employees who worked  
22               for Defendants in the State of California at any time during the period from February  
23               27, 2016 through October 20, 2020, who did not sign arbitration agreements.

24           7.       The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, and Joanna  
25 Ghosh of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26           8.       The Court provisionally appoints Plaintiff Nathan Pool as the representative of the  
27 Class ("Class Representative").

28           9.       The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the  
administration of the Settlement ("Settlement Administrator").

1           10.           Within fifteen (15) calendar days of the date of this Order, Defendants shall provide  
2 the Settlement Administrator with a complete list of all Class Members and PAGA Members,  
3 including their full names, last known mailing addresses, last known telephone numbers (if  
4 available), and Social Security Numbers, as well as their dates of employment, total Class  
5 Workweeks, total PAGA Workweeks, and such other information as is necessary for the Settlement  
6 Administrator to administer the Settlement (collectively referred to as the “Data List”) in conformity  
7 with the Settlement Agreement.

8           11.           The Court approves, both as to form and content, the revised Notice of Class Action  
9 and PAGA Settlement (“Notice”), which is attached to the Settlement Agreement as “Exhibit B.”  
10 The Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement.  
11 The Court finds that the Notice appears to fully and accurately inform the Class Members of all  
12 material elements of the Settlement, of Class Members’ right to be excluded from the Class  
13 Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Class  
14 Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity  
15 to object to the Class Settlement by submitting a Notice of Objection. The Court further finds that  
16 distribution of the Notice substantially in the manner and form set forth in the Settlement Agreement  
17 and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet  
18 the requirements of due process and shall constitute due and sufficient notice to all persons entitled  
19 thereto. The Court further orders the Settlement Administrator to mail the Notice in English and  
20 Spanish by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt  
21 of the Data List, pursuant to the terms set forth in the Settlement Agreement.

22           12.           The Court hereby preliminarily approves the proposed procedure, set forth in the  
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
24 choose to be excluded from the Class Settlement by submitting a timely Request for Exclusion in  
25 conformity with the suggestions set forth in the Notice, to the Settlement Administrator, postmarked  
26 no later than the date which is sixty (60) calendar days from the initial mailing of the Notice to Class  
27 Members (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline will  
28 be extended by fifteen (15) calendar days. Notwithstanding the above, the Settlement Administrator

1 will accept any timely Request for Exclusion received on or before the Response Deadline if the  
2 Settlement Administrator can identify the Class Member and that the Class Member clearly does not  
3 wish to be included in the Class Settlement. Any such person who timely chooses to opt out of, and  
4 be excluded from, the Class Settlement will not be entitled to any recovery under the Class  
5 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or  
6 comment thereon. Class Members who have not submitted a timely Request for Exclusion (i.e.,  
7 Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment  
8 based thereon.

9 13. A Final Approval Hearing shall be held before this Court on  
10 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
11 Department SSC7 of the Los Angeles County Superior Court, Spring Street Courthouse, located at  
12 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters  
13 concerning the Settlement, including: whether the proposed settlement of the action on the terms  
14 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally  
15 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;  
16 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and  
17 reasonable to the Class Members; and determine whether to finally approve the requests for the  
18 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for  
20 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with  
21 the appropriate declarations and supporting evidence, including the Settlement Administrator's  
22 declaration, by \_\_\_\_\_, to be heard  
23 at the Final Approval Hearing.

24 15. To object to the Class Settlement, a Class Member must submit a timely Notice of  
25 Objection to the Settlement Administrator, by mail, facsimile, or email, postmarked or fax-stamped  
26 on or before the Response Deadline. The Notice of Objection should be signed and should contain  
27 the information that is suggested, as set forth in the Notice, including and not limited to the grounds  
28 for the objection. Notwithstanding the above, the Settlement Administrator will accept any timely

1 Notice of Objection received on or before the Response Deadline if the Settlement Administrator  
2 can identify the Class Member and that the Class Member clearly wishes to object to the Class  
3 Settlement.

4 16. In the event the Settlement does not become effective in accordance with the terms  
5 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
6 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
7 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
8 Settlement Agreement.

9 17. The Court reserves the right to adjourn or continue the date of the Final Approval  
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
11 Members, and retains jurisdiction to consider all further applications arising out of or connected with  
12 the Settlement.

13 **IT IS SO ORDERED.**

14  
15 Dated: \_\_\_\_\_

16 By: \_\_\_\_\_  
The Honorable Amy D. Hogue  
Judge of the Superior Court