

DEC 12 2023

Received _____

Clerk of the Superior Court

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
2 CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Bl
PMB 42554
5 West Hollywood CA 90069
Telephone: (213) 725-9094
6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),
8 ANTHONY SIKES, and all others similarly situated
(Additional attorneys for Plaintiff(s) on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SOLANO**
12 **(UNLIMITED JURISDICTION)**

13 ANTHONY SIKES, on behalf of himself, all
14 others similarly situated, the general public, and
as an "aggrieved employee" on behalf of other
15 "aggrieved employees" under the Labor Code
Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 WING DHABA, INC., a California
19 corporation; 2 SINGHS HAVE WINGS, INC.,
a California corporation; DAD'S SAPNA INC.,
20 a California corporation; PKA
CORPORATION, a California corporation;
21 WINGS FOR 2 SINGHS INC, a California
corporation; BIKRAMJIT SINGH
22 RANDHAWA, an individual; and DOES 1-50,
23 inclusive,

24 *Defendant(s).*

Case No.: FCS054490

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 3/5/2020
Hearing Date: 12/1/2023
Hearing Time: 9:00 a.m.
Hearing Dept: 3, The Honorable
Stephen Gizzi



SPIVAK LAW

Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

{RANDBI/0002/PLD/02075782.DOCX} 1

Sikes v. Wing Dhaba, Inc., et al.

Final Order and Judgment

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)

walter@uelglaw.com

UNITED EMPLOYEES LAW GROUP

8605 Santa Monica Bl.

PMB 63354

West Hollywood CA 90069

Telephone: (562) 256-1047

Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),

ANTHONY SIKES, and all others similarly situated



SPIVAK LAW

Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 This matter came on for hearing on December 1, 2023 at 9:00 a.m. in Department 3 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (identified herein as the
5 "Settlement" or the "Settlement Agreement") filed herewith which provides for a Gross
6 Settlement Amount ("GSA") of \$2,000,000.00 in compromise of all disputed claims on behalf
7 of current and former all current and former non-exempt, hourly employees employed by
8 Defendants Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad's Sapna, Inc., PKA Corporation,
9 Wings For 2 Singhs Inc., and Bikramjit Singh Randhawa (collectively "Defendants") who
10 worked in California during the Class Period. All capitalized terms used herein shall have the
11 same meaning as defined in the Settlement Agreement.

12 In accordance with the Court's prior ruling granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and
14 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
15 received and considered the Settlement, the supporting papers filed by the Parties, and the
16 evidence and argument received by the Court in conjunction with the motions for preliminary
17 and final approval of the Settlement, the Court grants final approval of the Settlement and
18 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
19 DETERMINATIONS:

20 1. The Court has jurisdiction over the subject matter of the Action and over all
21 Parties to the Action, including all Class Members who did not request to be excluded from the
22 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
23 Class Action Settlement of May 02, 2023, the notice was sent to Class Member by First Class
24 U.S. mail. The notice informed Class Members of the terms of the Settlement, their right to
25 receive a proportional share of the Settlement, their right to request exclusion, their right to
26 comment upon or object to the Settlement, and their right to appear in person or by counsel at
27 the final approval hearing and be heard regarding final approval of the Settlement. Adequate
28 periods of time were provided by each of these procedures. No member of the Class sought to
be excluded therefrom, presented written objections to the Settlement as part of this notice
process, stated an intention to appear, or actually appeared at the final approval hearing on
December 1, 2023.



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90067
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

2. For purposes of the Settlement, the “Class” means all current and former persons employed by Defendants in California and classified as hourly, non-exempt who worked for Defendants at any time from March 5, 2016 through April 14, 2023.

3. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process as to all persons entitled to such notice.

4. Release by Plaintiff and Class Members. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members including the Non-Participating Class Members Who Are Aggrieved Employees, and Class Counsel will release claims against all Released Parties pursuant to the terms of and as provided for in the Settlement Agreement.

5. The Court further finds and determines that the terms of the Settlement are fair, reasonable, and adequate, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement, including the release of claims contained in the Settlement Agreement, should be and hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement according to its terms. As of the Effective Date of Settlement, and for the duration of the Class Period, all Class Members are hereby deemed to have waived and released all Released Claims and are forever barred and enjoined from prosecuting the Released Claims against the Releasees as fully set forth in the Settlement Agreement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds that no Class Member submitted a request for exclusion from the Settlement as determined by the Administrator and therefore is/are not in the Settlement Class.

6. The Court finds and determines that (a) the Individual Class Payment to be paid to Participating Class Members and (b) the \$75,000.00 payment to the LWDA for the PAGA penalty under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the Participating Class Members and to the California Labor & Workforce



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90067
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Development Agency, in accordance with the terms of the Settlement.

2 7. The Court further grants final approval to and orders that the following payments
3 be made in accordance with the terms of the Settlement:

4 a. A Class Counsel Fees Payment in the amount of \$540,000.00 (27% of the
5 Gross Settlement Amount) for attorney's fees and a Class Litigation Expenses Payment in the
6 amount of \$24,275.43 to Class Counsel;

7 b. \$15,000.00 as a Class Representative Service Payment payable to
8 Plaintiff Anthony Sikes for his service as the class representative;

9 c. \$17,000.00 in Administrator Expenses Payment payable to Phoenix for
10 its services as the Administrator;

11 d. Payment of \$75,000.00 (75% of the \$100,000.00 PAGA penalty) to the
12 LWDA; and

13 e. Employer-side payroll taxes (to be paid in addition to the Gross
14 Settlement Amount by Defendants).

15 8. The settlement administration shall proceed as directed in the Settlement, and no
16 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
17 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
18 of all matters relating to the interpretation, administration, implementation, effectuation and
19 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
20 of Court 3.769(h).

21 9. The Gross Settlement Amount shall be paid by Defendants in multiple
22 installment payments, and also pay the amount necessary to pay Defendants' share of employer
23 payroll taxes by transmitting the funds to the Administrator as follows: (1) Within thirty (30)
24 calendar days of the Effective Date, Defendants shall pay the amount of One Million Five
25 Hundred Thousand Dollars and No Cents (\$1,500,000.00) of the Gross Settlement Amount
26 ("First Payment"). (2) Defendants shall pay the amount of Fifty Thousand Dollars and No Cents
27 (\$50,000.00) no later than the first anniversary of the First Payment. (3) Thereafter, Defendants
28 shall pay Fifty Thousand Dollars and No Cents (\$50,000.00) every 180 days thereafter until the
Gross Settlement Amount is paid in full ("Installment Payments"). In the event that the financial
condition of Defendants is such that they are unable to make any payment after the First Payment
when due, fifteen (15) days before the due date of such subsequent payment, counsel for



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90067
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Defendants will notify counsel for Plaintiff and discuss extension of the due date, and if no
2 agreement is reached, the parties will contact Jeff Owensby to mediate and resolve the issue.
3 Defendants will cover Mr. Owensby's fees for such services. Distributions from the Installment
4 Payments toward the Gross Settlement Amount. There will be multiple distributions of the Gross
5 Settlement Amount as follows: First Distribution. Within fourteen (14) calendar days of the
6 Effective Date, or within ten (10) calendar days of the deadline for the First Payment (whichever
7 is later), the Settlement Administrator shall distribute, *pro rata*, the portion of the Gross
8 Settlement Amount Defendants paid by that date, including *pro rata* portions of the Individual
9 Class Payments, Individual PAGA Payments, LWDA PAGA payment, Class Representative
10 Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
11 Payment, and the Administrator's expenses. Second Distribution. Within ten (10) calendar days
12 of the final Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the
13 portion of the Gross Settlement Amount Defendants paid since the first distribution, including
14 *pro rata* portions of the Individual Class Payments, Individual PAGA Payments, LWDA PAGA
15 payment, Class Representative Service Payment, the Class Counsel Fees Payment, the Class
16 Counsel Litigation Expenses Payment, and the Administrator's expenses. Defendants' payment
17 of such sums shall be the sole financial obligation of Defendants under the Settlement
18 Agreement, and shall be in full satisfaction of all claims released herein, including, without
19 limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

20 10. Participating Class Members shall have one hundred and eighty (180) days from
21 the date of the check's issuance to cash their Settlement Share check. The Administrator will
22 pay those funds represented by uncashed checks to the California Unclaimed Property Fund in
23 the name of the class members concerned.

24 11. A further status conference and case review is scheduled for December 14, 2024
25 at 9:30 a.m. in Department 3. The Parties shall file a status and accounting report by December
26 2, 2024.

27 12. Nothing in this Final Order and Judgment shall preclude any action to enforce
28 the Parties' obligations under the Settlement or hereunder, including the requirement that
Defendants deposit funds for distribution by the Administrator to participating Class Members
in accordance with the Settlement Agreement.

13. The Court hereby enters final Judgment in this case in accordance with the terms



SPIVAK LAW
Employee Rights Attorneys

Mail:
West Hollywood CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 of the Settlement Agreement, Order Granting Motion for Preliminary Approval of Class Action
2 Settlement, and this Final Order and Judgment.

3 14. The Parties are hereby ordered to comply with the terms of the Settlement
4 Agreement.

5 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
6 provided by the Settlement Agreement and this Final Order and Judgment.

7 16. The Settlement is not an admission by Defendants nor is this Final Order and
8 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
10 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
11 and Judgment, Settlement, Settlement Agreement, any document referred to herein, any exhibit
12 to any document referred to herein, any action taken to carry out the Settlement, nor any
13 negotiations or proceedings related to the Settlement are to be construed as, or deemed to be
14 evidence of, or an admission or concession with regard to, the denials or defenses of Defendants,
15 and shall not be offered in evidence in any proceeding against the Parties hereto in any Court,
16 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the
17 provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement
18 Agreement and exhibits thereto, and any other papers and records on file in the Action may be
19 filed in this Court or in any other litigation as evidence of the settlement by Defendants to
20 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
21 preclusion or similar defense as to the Release claims.

22 17. This document shall constitute a Judgment for purposes of California Rule of
23 Court 3.769(h). The Court, however, shall retain exclusive and continuing jurisdiction over the
24 above-captioned action and the parties and for purposes of enforcing the terms of the Settlement.

25 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

26 Date: _____

The Honorable Stephen Gizzi
Judge of the Superior Court



27 S P I V A K L A W
Employee Rights Attorneys

28 Mail:
West Hollywood CA 90067
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 PROOF OF SERVICE

2
3 State of California,
4 County of Los Angeles

5 1. I am a citizen of the United States and am employed in the County
6 of Los Angeles, State of California. I am over the age of 18 years, and not a
party to the within action. My business address is 1801 Century Park East,
25th Fl, Los Angeles, CA 90067.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United
9 States Postal Service. It is the practice that correspondence is deposited
with the United States Postal Service the same day it is submitted for
mailing.

10 On Monday, December 11, 2023, I served the foregoing document described
11 as **[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT** on
interested parties by placing a true and correct copy thereof enclosed in a
sealed envelope, with postage fully prepaid, addressed as follows:

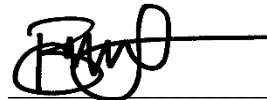
12 **Steven H. Bovarnick Esq.**
13 **Leland, Parachini, Steinberg, Matzger & Melnick LLP**
14 **135 Main Street, Suite 1200**
San Francisco CA 94105
15 SBovarnick@lpslaw.com

16 XXXX (BY EMAIL) I caused the documents to be sent to the persons at the
17 electronic service addresses listed above from my electronic service address
breck@spivaklaw.com or boyama@spivaklaw.com.

18 EXECUTED on Monday, December 11, 2023, at Los Angeles, California.

19 XXXX (State) I declare under penalty of perjury under the laws of the State
of California that the above is true and correct.

20 ____ (Federal) I declare that I am employed in the office of a member of the
21 bar of this court at whose direction the service was made.

22 

23 BRECK OYAMA
24
25
26
27
28