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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

FAHEEM KHAN, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

AMY’S KITCHEN, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: SCV-266127

(Assigned to the Hon. Arthur A. Wick,
Courtroom 17)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

Date: March 10, 2021

Time: 3:00 p.m.

Dept.: 17

Complaint Filed: March 4, 2020

1 Plaintiff Faheem Khan (“Plaintiff” or “Khan”) and Defendant Amy’s Kitchen, Inc.
2 (“Defendant”) (collectively, the “Settling Parties”) have entered into the Joint Stipulation of
3 Class Action Settlement (“Stipulation” or “Settlement Agreement”) to settle the above-captioned
4 class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing
8 on March 10, 2021.

9 **I. BACKGROUND**

10 On March 3, 2020, Plaintiff filed his complaint asserting class and representative Private
11 Attorneys General Act (“PAGA”) claims against Defendant in the Superior Court of the State of
12 California for the County of Sonoma. The operative Complaint asserts causes of action for (1)
13 violation of Labor Code § 226(a), and (2) violation of the PAGA, Labor Code § 2698, *et seq.*,
14 based on Defendant’s alleged violation of Labor Code § 226(a). Plaintiff’s lawsuit alleges that
15 Defendant failed to provide accurate itemized wage statements that provided the hourly rates of
16 pay and hours worked for shift differential wages, in violation of Labor Code §§ 226(a) and
17 2698, *et seq.*

18 **A. Class Members**

19 The “Class Members” are defined as “all current and former non-exempt employees of
20 Defendant in the State of California who were paid shift differential wages at any time during the
21 period of March 4, 2019, through April 12, 2020” (the “Class”).

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order dated November 9, 2020, this Court
24 conditionally certified the Class and granted preliminary approval to the Settlement. The
25 Preliminary Approval Order also approved of the proposed Notice of Class Action Settlement
26 (“Class Notice”) and notice dissemination plan. The Court entered the Preliminary Approval
27 Order after review and consideration of all of the pleadings filed in connection herewith and the
28 oral presentations made by counsel at the hearing.

1 In compliance with the Preliminary Approval Order, the Class Notice was sent to all 503
2 Class Members by the Claims Administrator via U.S. First-Class mail. The notice process was
3 timely completed.

4 This Court finds that the Settlement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
6 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
7 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
8 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
9 approval of a class action settlement under California law. Under the provisions of California
10 Code of Civil Procedure § 382 and FRCP 23, as approved for use by the California state court in
11 *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has discretion to certify a
12 class where:

13 [Q]uestions of law or fact common to the members of the class
14 predominate over any questions affecting only individual
15 members, and that a class action is superior to the available
16 methods for the fair and efficient adjudication of the controversy
17 ... Fed. R. Civ. Proc. 23.

18 Certification of a settlement class is the appropriate judicial device under these circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND
20 DECREED AS FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms and conditions as
22 set forth in the Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of this litigation and the Class
24 Representative, the other members of the Class, and Defendant.

25 3. The Court finds that the dissemination of the Class Notice as disseminated to the
26 Class Members, constituted the best notice practicable under the circumstances to all persons
27 within the definition of the Class, and fully met the requirements of California law and due
28 process under the United States Constitution.

4. The Court approves the Settlement of the above-captioned action, as set forth in
the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The

1 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
2 Agreement.

3 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
4 are to bear their own costs and attorneys' fees.

5 6. The Court hereby certifies the following Class for settlement purposes only: All
6 current and former non-exempt employees of Defendant in the State of California who were paid
7 shift differential wages at any time during the period of March 4, 2019, through April 12, 2020.

8 7. With respect to the Class and for purposes of approving the settlement only and
9 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Class, and there is a well-defined community of interest
12 among members of the Class with respect to the subject matter of the claims in this litigation; (c)
13 the claims of Class Representative is typical of the claims of the members of the Class; (d) the
14 Class Representative has fairly and adequately protected the interests of the members of the
15 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
17 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
18 the Class.

19 8. Defendant shall fund \$390,000.00 of the total Gross Settlement Fund pursuant to
20 the terms of the Settlement Agreement.

21 9. The Court approves the Individual Settlement Payment amounts, which shall be
22 distributed pursuant to the terms of the Settlement Agreement.

23 10. Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of
24 \$130,000.00 and reimbursement of litigation costs in the amount of \$8,915.23; (b) enhancement
25 payment to the Class Representative Faheem Khan in the amount of \$10,000.00; (c) the sum of
26 \$15,000.00 to be paid to the LWDA for PAGA Penalties; and (d) \$8,500.00 to the Claims
27 Administrator, Phoenix Settlement Administrators, for the costs relating to the claims
28 administration process in this matter. The Court finds that these amounts are fair and reasonable.

1 Defendant is directed to make such payments from the Gross Settlement Amount and in
2 accordance with the terms of the Settlement Agreement.

3 11. The Court hereby enters final judgment in this case in accordance with the terms
4 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
5 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
6 over the action and the Parties, including all Class Members, for purposes of enforcing and
7 interpreting this Order and the Settlement.

8 IT IS SO ORDERED AND ADJUDGED.

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10 DATED: _____

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12 HON. ARTHUR A. WICK
13 SUPERIOR COURT OF CALIFORNIA
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