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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICTOR PEREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

THE BIG COMPANY, INC. DBA CAPO
FIRESIDE, a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. CIVDS 2009691

CLASS ACTION

*[Assigned for all purposes to Hon. David
Cohn, Dept. S26]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 15, 2022

Time: 10:00 a.m.

Dept: S-26

1 On September 22, 2021, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Victor Perez now seeks an order granting final approval of
3 the Settlement Agreement And Stipulation To Resolve Class Action And PAGA Claims
4 ("Settlement"), attached to the Declaration of Justin F. Marquez in Support of Plaintiff's
5 Motion for Final Approval of Class Action Settlement as Exhibit 1.

6 This matter having come before the Court on February 15, 2020 for a scheduled Final
7 Approval Hearing, due and adequate notice having been given to the Class, and the Court
8 having reviewed and considered the Settlement, Plaintiff's Notice of Motion and Motion for
9 Final Approval of Class Action Settlement, the supporting declarations and exhibits thereto,
10 all papers filed and proceedings had herein, and the absence of any written objections received
11 regarding the proposed settlement, and having reviewed the record in this action, and good
12 cause appearing therefor,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, and all parties to
17 this litigation, including Named Plaintiff, the Class Members, the Aggrieved Employees, and
18 Defendant The BIG Company, Inc. dba CAPO Fireside ("Defendant").

19 3. The Court finds that the Settlement was entered into in good faith and further finds
20 that the Settlement is fair, reasonable, and adequate, and in the best interests of each of the
21 Parties, the Participating Class Members, and the Aggrieved Employees. Named Plaintiff has
22 satisfied the standards and applicable requirements for approval of the PAGA settlement and for
23 final approval of this class action Settlement under California law, including the provisions of
24 California Code of Civil Procedure section 382, and California Rule of Court 3.769.

25 4. The Court hereby approves the settlement terms set forth in the Settlement
26 Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and
27 directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement
28 Agreement. The Court finds that the Settlement was reached as a result of intensive, serious, and

1 non-collusive arms-length negotiations. In granting final approval of the Settlement Agreement,
2 the Court considered the nature of the claims, the amounts and kinds of benefits paid in
3 settlement, the allocation of settlement proceeds among the Participating Class Members and
4 Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
5 respective positions rather than the result of a finding of liability at trial. Additionally, the Court
6 finds that the terms of the Settlement Agreement has no obvious deficiencies and does not
7 improperly grant preferential treatment to any individual Class Member or Aggrieved Employee.
8 Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

9 5. Solely for purposes of effectuating the settlement, the Court hereby makes final its
10 earlier provisional certification of the Class, as set forth in the Preliminary Approval Order,
11 defined as follows: "All current and former employees who worked in a non-exempt or hourly-
12 paid position for The BIG Company, Inc. dba CAPO Fireside within the state of California from
13 May 29, 2016 to July 19, 2021" (the "Class" or "Class Members").

14 6. Named Plaintiff and all Participating Class Members, shall have, by operation of
15 this Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
16 Defendant from all Released Claims as defined in the Settlement.

17 7. Named Plaintiff, all Aggrieved Employees, and the State of California shall have,
18 by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished,
19 and discharged Defendant from all PAGA Claims as defined in the Settlement.

20 8. The Parties shall bear their own respective attorneys' fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 9. No Class Members have objected to the terms of the Settlement.

23 10. The following Class Members have requested exclusion from the Settlement:
24 Ricardo Gonzalez and Brian Charon.

25 11. The Notice provided to the Class conforms with the requirements of California
26 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
27 circumstances, by providing individual notice to all Class Members who could be identified
28 through reasonable effort, and by providing due and adequate notice of the proceedings and of

1 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
2 due process.

3 12. The Court finds that the \$575,000.00 Gross Settlement Amount, the Net Class
4 Settlement Amount, the PAGA Amount, and the methodology used to calculate and pay each
5 Participating Class Member's and each Aggrieved Employee's Individual Settlement Payment
6 are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual
7 Settlement Payments to the Participating Class Members and Aggrieved Employees in
8 accordance with the terms of the Settlement.

9 13. From the Gross Settlement Amount, \$22,500.00 shall be paid to the California
10 Labor and Workforce Development Agency, representing 75% of the PAGA Amount (\$30,000),
11 which represents the portion of the Gross Settlement Amount allocated to the settlement of the
12 PAGA Claims.

13 14. From the Gross Settlement Amount, \$7,500.00 shall be paid to the Named
14 Plaintiff for his service as a class representative and for his agreement to release claims.

15 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to the Settlement
16 Administrator, Phoenix Class Action Administration Solutions.

17 16. The Court hereby confirms Bobby Saadian, Justin F. Marquez, Nicol E. Hajjar,
18 and Rachel J. Vinson of Wilshire Law Firm, PLC as Class Counsel.

19 17. From the Gross Settlement Amount, Class Counsel is awarded \$191,666.66 for
20 their reasonable attorneys' fees and \$20,513.81 for their reasonable costs incurred in the Action.
21 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court
22 finds that the fees are reasonable in light of the benefit provided to the Class.

23 18. Notice of entry of this Final Approval Order and Judgment shall be given to Class
24 Members by posting a copy of the Final Approval Order and the Judgment on Phoenix Class
25 Action Administration Solutions' website for a period of at least sixty (60) calendar days after
26 the date of entry of this Final Approval Order and Judgment.

27 19. Without affecting the finality of this Order in any way, this Court retains
28 continuing jurisdiction over the implementation, interpretation, and enforcement of the

1 Settlement with respect to all Parties to this action, and their counsel of record.

2 20. If the Settlement does not become final and effective in accordance with the terms
3 of the Settlement Agreement, then this Final Order and all orders entered in connection herewith,
4 including the accompanying Judgment, shall be rendered null and void and shall be vacated.

5 21. Neither this Final Order, the Judgment, nor the Settlement Agreement (nor any
6 other document referred to herein, nor any action taken to carry out this Final Order) is, may be
7 construed as, or may be used as, an admission or concession by or against the Defendant or the
8 Released Parties of the validity of any claim or any actual or potential fault, wrongdoing or
9 liability.

10 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
11 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

12 **IT IS SO ORDERED.**

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15 DATE:

16 Hon. David Cohn
17 San Bernardino County Superior Court
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Victor Perez v. The Big Company, Inc. dba Capo Fireside
CIVDS 2009691

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com. On **January 21, 2022**, I served the foregoing document described as:

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Brandon L. Sylvia (State Bar No. 261027)
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 Kimberly A. Nayagam (State Bar No. 301058)
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RUTAN & TUCKER, LLP
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Min Jee Kim
Type or Print Name


Signature