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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 28 2022

BY Christian Hernandez
CHRISTIAN HERNANDEZ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VERONICA GRAHAM, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GAFE PIZZA, INC., a California corporation; and
DOES 1 through 100,
Defendants.

Case No. CIV-DS-2013279

*[Assigned for all purposes to the Hon.
David Cohn]*

**[PROPOSED] FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 28, 2022
Time: 10:00 a.m.
Dept.: S26

Complaint Filed: June 11, 2020
Trial Date: None Set

This matter came on regularly for hearing before this Court on June 28, 2022, at 10:00 a.m. pursuant to California Rule of Court 3.769 and this Court's March 15, 2022 Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the Parties' Joint Stipulation of Class Action Settlement (the "Settlement" or "Settlement Agreement") attached as Exhibit A to the Revised Order Granting Preliminary Approval of Class Action Settlement, filed on March 15, 2022, and the submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution and the benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the Parties.

Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and ORDERS as follows:

1. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class consisting of:

All current and former hourly non-exempt employees of Gafe Pizza, Inc. within California at any time during the period of June 11, 2019 through January 26, 2022.

2. Plaintiff Veronica Graham is hereby confirmed as Class Representative, and Daniel J. Brown and Ethan C. Surls of Stansbury Brown Law, PC are hereby confirmed as Class Counsel.

3. Notice was provided to the Settlement Class as set forth in the Settlement, which was preliminarily approved by the Court on March 15, 2022, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth herein, informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of

1 Court 3,769, and due process.

2 4. The Court finds that no Class Member objected to the Settlement, that one (1)
3 individual opted-out of the Settlement, and that the 99.87% participation rate in the Settlement
4 supports final approval. The one (1) individual who opted out is: Antonio Navarro.

5 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
6 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
7 terms.

8 6. For purposes of settlement only, the Court finds that (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
13 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
14 interests of the Class Members; (e) a class action is superior to other available methods for an
15 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
16 for the Class Representative and the Settlement Class.

17 7. The Court finds that given the absence of objections, and objections being a
18 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
19 notice of entry.

20 8. The Court orders that the Maximum Settlement Amount of Three Hundred Eighty
21 Nine Thousand Four Hundred Eighteen Dollars and Ninety Two Cents (\$389,418.92) shall be
22 deposited with the Settlement Administrator, Phoenix Settlement Administrators ("PSA"), as
23 provided in the Settlement.

24 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
25 shall be transferred by PSA to St. Jude Children's Research Hospital as a *cy pres*.

26 10. The Court finds that the Individual Settlement Awards, as provided for in the
27 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
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distribute the Individual Settlement Awards in conformity with the terms of the Settlement. The Court further orders that any envelope transmitting a Settlement Payment to a Settlement Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The Court further orders that if any of the Settlement Class Members are Defendant's current employees and the Settlement Payment mailed to those current employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those Settlement Payments delivered to the employees at their place of employment. The Court further orders that any settlement distribution check is to be negotiated not more than 180 days from the date of mailing.

11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for Plaintiff Veronica Graham is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorneys' fees in the amount of \$128,508.24, and actual litigation costs of ~~\$13,706.15~~ ^{\$13,620.15} for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court finds that a payment to the Labor & Workforce Development Agency ("LWDA") in the amount of \$18,750.00 for the LWDA's share of civil penalties under the Labor Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

14. The Court orders that the Settlement Administrator shall be paid \$10,750.00 from the Maximum Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately,

1 and in addition to, the Maximum Settlement Amount.

2 16. The Court finds and determines that upon satisfaction of all obligations under the
3 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
4 have released the Released Claims as set forth in the Settlement.

5 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment
6 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
7 and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to
8 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
9 wrongdoing on the part of Defendant.

10 18. As of the date of this Order and Final Judgment and the full funding of the
11 Maximum Settlement Amount as called for in the Settlement, Plaintiff and every member of the
12 Settlement Class (except for Antonio Navarro, who timely submitted Request for Exclusion
13 forms) shall be deemed to have released and discharged Defendant, its past officers, directors,
14 shareholders, and employees, agents, principals, heirs, representatives, and its respective
15 successors, predecessors in interest, parents, subsidiaries, affiliates, and attorneys (collectively
16 the "Released Parties") for all claims based on the facts plead in the operative Complaint, the
17 Second Amended Class and Representative Action Complaint ("SAC"), the PAGA Notice, or
18 the amended PAGA notice, or which could have been plead on the factual allegations in the
19 foregoing documents, that arose during the Class Period, including claims for: (a) minimum wage
20 violations (b) failure to pay all overtime wages; (c) rest period violations; (d) meal period
21 violations; (e) wage statement violations; (f) failure to reimburse; (g) waiting time penalties; (h)
22 all claims arising out of unfair business practices under Business & Professions Code § 17200,
23 *et seq.* that could have been premised on the claims that were pled or could have been pled based
24 on the factual allegations in the SAC; and (i) all claims for civil penalties under the Private
25 Attorneys General Act ("PAGA"), that could have been premised on the claims that were pled or
26 could have been based on the factual allegations in the SAC. (collectively, the "Released
27 Claims"). The period of the Release shall extend to the limits of the Class Period, which is from
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June 11, 2019 through January 26, 2022.

Plaintiff and all Class Members who were employed by Defendant in California at any time from June 11, 2019 to January 26, 2022, will not have the opportunity to opt out or object to the PAGA Settlement Amount, as described in paragraphs 5(C), 10(E)(i) of the Settlement, and/or the Released PAGA Claims set forth in the Settlement.

Notwithstanding the paragraphs above nor anything else in the Settlement, Plaintiff's waiver and release in the Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

19. The releases identified herein shall be null and void should the Settlement not be fully funded.

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement, this Final Order and Judgment.

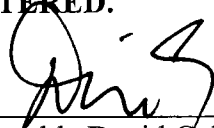
21. The Settlement Class Members will be provided notice with their Individual Settlement Payments that the Final Order and Judgment is posted on the landing page of the Settlement Administrator's website. A copy of the Final Order and Judgment entered by the Court shall be posted by the Settlement Administrator on the Settlement Administrator's website on the landing page at (<http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>).

22. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before February 20, 2023, and the date for the Final Report (Nonappearance) Hearing shall be set for February 27, 2023. The declaration shall state the date the checks were mailed, the total number of checks mailed to Settlement Class Members, the

1 average amount of those checks, the number of checks that remain uncashed, the total value of
2 those uncashed checks, the average amount of the uncashed checks, and the nature and date of
3 the disposition of those unclaimed funds.

4 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

5 Dated: 6/28, 2022

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Honorable David Cohn
7 Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

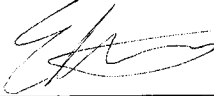
I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd., Venice, CA 90291

On June 6, 2022, I served the document listed below on the parties in this action as follows:

- **[PROPOSED] FINAL ORDER OF APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT**

- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL) I transmitted said document(s) by electronic mail to the e-mail addresses indicated below pursuant to SB 1146 effective 9/18/20, which codifies parts of Emergency Rules 11 and 12, as amended, and CRC 2.251
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 6, 2022 at Redondo Beach, California.



Ethan C. Surls

SERVICE LIST

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RECEIVED
JUN 06 2022
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT