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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

05/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHAEL MANZO, on behalf of himself, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

v.

SOUTHSIDE PIZZA, INC., a California
corporation; PRIMA PIZZA, INC., a California
corporation; DOMINO'S PIZZA, LLC, a
Michigan limited liability company; DOMINO'S
PIZZA FRANCHISING, LLC, a Delaware
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 20STCV48870

Assigned for all purposes to:
Hon. Stuart Rice, Dept. 1

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE SERVICE AWARD**

Final Approval Hearing

Date: May 20, 2024

Time: 10:30 a.m.

Dept.: 1

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

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1 This matter came on regularly for hearing before this Court on May 20, 2024, pursuant to
2 California Rules of Court, Rule 3.769 and this Court’s December 1, 2023 Amended Order Granting
3 Preliminary Approval of Class and Representative Action Settlement (“Preliminary Approval
4 Order”). Having considered the parties’ Amended Stipulation of Class and Representative Action
5 Settlement (“Settlement Agreement”)¹ and the documents and evidence presented in support thereof,
6 and recognizing the disputed factual and legal issues involved in this case, the risks of further
7 prosecution and the substantial benefits to be received by the Settlement Class Members and PAGA
8 Group Members pursuant to the settlement, the Court hereby makes a final ruling that the proposed
9 settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length
10 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
11 Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement and ORDERS
12 as follows:

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

16 All individuals who are or previously were employed by one or more Defendants in
17 the State of California who were classified as hourly, non-exempt employees during
18 the Class Period, who have not submitted a timely and valid request for exclusion
from the settlement.

19 2. Plaintiff Michael Manzo is hereby confirmed as Class Representative, and
20 CounselOne, PC is hereby confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class Members and PAGA Group Members
22 as set forth in the Settlement Agreement. The form and manner of notice were approved by the Court
23 on December 1, 2023. The Court finds that said notice was the best notice practicable under the
24 circumstances. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
25 Court Approval (“Class Notice”) provided due and adequate notice of the proceedings and matters
26

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and all
28 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

1 set forth therein, informed Class Members of their rights, and fully satisfied the requirements of
2 Code of Civil Procedure section 1781, subdivision (e), California Rules of Court, Rule 3.769, and
3 due process.

4 4. The Court finds that zero Class Members objected, and that one Class Member opted
5 out of the settlement, and, thus, that the 99.94% participation rate in the settlement supports final
6 approval.

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

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

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

21 8. The Court orders that Defendants Southside Pizza, Inc. and Prima Pizza, Inc.
22 (“Defendants”) pay the Gross Settlement Amount of \$1,200,000, as provided for in the Settlement
23 Agreement. Pursuant to the terms of the Settlement Agreement, the employer’s share of payroll taxes
24 for the portion of the Net Settlement Amount allocated to wages shall be paid by Defendants
25 separately from, and in addition to, the Gross Settlement Amount.

26 9. The Net Settlement Amount is defined as the portion of the Gross Settlement Amount
27 that is available for distribution to Settlement Class Members, which will be the Gross Settlement
28 Amount (\$1,200,000) less deductions for Attorneys’ Fees (\$400,000) and Costs (\$14,705.09),

1 Service Award (\$7,500), PAGA Payment (\$120,000), and Settlement Administration Expenses
2 (\$25,000), which amounts to \$632,794.91 available for distribution to the Settlement Class
3 Members pursuant to the terms of the Settlement Agreement. In addition, \$30,000 (*i.e.*, 25%) of the
4 PAGA Payment will also be distributed to the PAGA Group Members in accordance with the
5 Settlement Agreement.

6 10. The Court finds that the settlement payments, as provided for in the Settlement
7 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 the individual payments in conformity with the terms of the Settlement Agreement.

9 11. Settlement checks will be valid for a period of one hundred eighty (180) calendar
10 days from the date of issuance of the checks, and after this time period, any uncashed check(s) shall
11 be sent to the California State Controller's Unclaimed Property Fund in the name of the individual(s)
12 who did not negotiate his or her check during the negotiation period.

13 12. The Court finds that a service award in the amount of \$7,500 for Plaintiff Michael
14 Manzo is appropriate for his risks undertaken and service to the Class. The Court finds that this
15 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
16 payment in conformity with the terms of the Settlement Agreement.

17 13. The Court finds that attorneys' fees in the amount of \$400,000 and litigation costs
18 reimbursement of \$14,705.09 for Class Counsel are fair, reasonable, and adequate, and orders that
19 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
20 terms of the Settlement Agreement.

21 14. The Court orders that the Settlement Administrator shall be paid \$25,000 for all of its
22 work done and to be done until the completion of this matter and finds that sum appropriate.

23 15. The Court finds that the payment to the California Labor and Workforce
24 Development Agency ("LWDA") in the amount of \$90,000 for its share of the settlement of
25 Plaintiff's representative action under the California Private Attorneys General Act, Labor Code
26 sections 2698 *et seq.* ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
27 Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement
28 Agreement.

1 16. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement Agreement, Plaintiff, all Settlement Class Members and PAGA Group Members will be
3 bound by the settlement, will have released the released claims, and will be permanently barred from
4 prosecuting against the Released Parties the released claims as follows.

5 Release of Settlement Class Members' Claims

6 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
7 and fund all employer payroll taxes owed on the wage portion of the Individual
8 Settlement Payments, Plaintiff and all Class Members who did not submit valid
9 requests for exclusion from the Settlement, for the period from December 23, 2016,
10 and ending on December 31, 2022, will release and forever discharge Defendants
11 Southside Pizza, Inc. and Prima Pizza, Inc., as well as their current and former agents,
12 officers, employees, directors, owners, subsidiaries, affiliates, parent companies,
13 insurers, and attorneys (the "Released Parties"), from the Settlement Class Members'
14 Released Claims during the Class Period. The Settlement Class Members' Released
15 Claims include all claims pled or that could have been pled based on the factual
16 allegations contained in the operative complaint which occurred during the Class
17 Period, including, but not limited to claims under California Labor Code §§ 201, 202,
18 203, 204, 210, 221, 226(a), 226.3, 226.7, 350, 351, 510, 512, 558(a), 1174, 1174.5,
19 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and California Business
20 and Professions Code section 17200, et seq. that could have been premised on the
21 claims pled or legal theories of relief pled in the operative complaint, and expressly
22 excluding all other claims, including claims for vested benefits, wrongful
23 termination, violation of the Fair Employment and Housing Act, unemployment
24 insurance, disability, social security, workers' compensation, and class claims
25 outside of the Class Period. The time period of this release is the Class Period
26 ("Settlement Class Members' Released Claims").

17 Release of PAGA Claims

18 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
19 and fully fund all employer payroll taxes owed on the wage portion of the Individual
20 Settlement Payments, notwithstanding the foregoing, all Class Members who are also
21 Aggrieved Employees, whether or not they submit a request for exclusion from the
22 Settlement, employed by Defendants during the PAGA Period (the "PAGA Group
23 Members") will receive a PAGA payment and will no longer be able to allege claims
24 for PAGA penalties pled or that could have been plead based on the factual
25 allegations contained in the operative complaint and PAGA Letters sent by Plaintiff
26 that occurred during the PAGA Period that stated violations of California Labor Code
27 §§ 201, 202, 203, 204, 210, 221, 226(a), 226.3, 350, 351, 510, 512, 558(a), 1174,
28 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as to the Aggrieved
Employees and expressly excluding all other claims, including claims for vested
benefits, wrongful termination, unemployment insurance, disability, social security,
workers' compensation, and PAGA claims outside of the PAGA Period ("Released
PAGA Claims").

17 17. The settlement is not an admission by Defendants, nor is this Order a finding of the
28 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the settlement,

1 nor any documents referred to herein, nor any action taken to carry out the settlement, shall be
2 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

3 18. Pursuant to California Rules of Court, Rule 3.769(h), the Court will retain jurisdiction
4 to enforce the Settlement Agreement, this Final Approval Order, and the Judgment entered in
5 connection with the settlement.

6 19. Notice of entry of the Judgment shall be given to Settlement Class Members and
7 PAGA Group Members by posting a copy of the Judgment on Settlement Administrator's website
8 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order.

9 20. Class Counsel shall file a final report summarizing all distributions of settlement
10 funds made pursuant to the approved settlement, supported by declaration, on or before May 20,
11 2025.

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13 **IT IS SO ORDERED.**



14 *Stuart M. Rice*

15 Dated: May 20, 2024

Stuart M. Rice / Judge

16 Hon. Stuart Rice
17 Superior Court Judge
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