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PIZZA, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CASEY GOODMAN and ANGELO
PERMISON, on behalf of themselves, all other
similarly situated and typical individuals, and
the general public,

Plaintiffs,

vs.

NORTHCENTRAL PIZZA, LLC; and DOES
1 through 50, inclusive,

Defendant(s).

CASE NO. 34-2021-00295266-CU-OE-GDS

**JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS
BROUGHT UNDER THE PAGA,
REASONABLE ATTORNEY'S
FEES AND COSTS, AND
ADMINISTRATION COSTS**

Date:
Time:
Dept.:

Action Filed: February 26, 2021
Trial Date: None Set

1
] ORDER APPROVING SETTLEMENT AND ENTERING FINAL JUDGMENT

BY FAX

1 On October 21, 2022, a hearing was held on Plaintiffs Casey Goodman and Angelo
2 Permison's motion for approval of a settlement agreement pursuant to California's Private
3 Attorneys-General Act (the "PAGA") (the "Settlement"). The Court having considered all the
4 papers filed and proceedings herein and otherwise being fully informed, and having made this
5 Judgment which constitutes a final adjudication of this matter on the merits, and good cause
6 appearing,

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 8 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
9 have the same meaning as given in the PAGA Settlement Agreement ("Settlement")
10 executed between the Parties on June 30, 2022.
- 11 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (1)(2) and (1)(4), the
12 Labor and Workforce Development Agency ("LWDA") has been given notice of the
13 Settlement. Pursuant to the PAGA, on the date the Parties filed the motion seeking
14 approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice
15 of the Settlement enclosing a copy of the Settlement. The Court finds and determines
16 that Plaintiffs' notice of the Settlement complied with the statutory requirements of
17 the PAGA.
- 18 3. The Court confirms approval of the Settlement as to the following group of
19 individuals, collectively referred to as the "PAGA Settlement Group Members": All
20 current and former hourly paid delivery drivers employed by Defendant in the State
21 of California from December 13, 2019 to August 20, 2022.
- 22 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
23 Settlement Group Members, and over those persons and entities undertaking
24 affirmative obligations under the Settlement.
- 25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
- 27 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
28 the Settlement Agreement, with the following modification: the Court requires that

1 the following statement be added to the PAGA Notice at the end of the second
2 paragraph in bold letters: "This Settlement does not release any individual claims that
3 you might have against Defendant outside of PAGA."

4 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following "Released Claims" against the Released Parties:

6 "Any and all claims based on the Private Attorneys General Act (2004), as pleaded in
7 Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the
8 Complaint and Plaintiff's notice letters to LWDA, arising during the Covered Period,
9 including but not limited to claims under Labor Code sections 201-203, 226, 510,
10 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, and 2802, the Industrial
11 Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and
12 Costs."

13 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
14 methodology used to calculate and pay each Settlement Share, in accordance with the
15 Settlement, are fair and reasonable.

16 9. The Court authorizes CPT Group to act as the Settlement Administrator.

17 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
18 Shares, in accordance with the terms of the Settlement.

19 11. The Court awards the Settlement Administrator in this Action its fees and costs of
20 eight thousand five hundred dollars and zero cents (\$8,500.00) in accordance with the
21 terms of the Settlement Agreement.

22 12. The Court awards to Plaintiffs' Counsel in this Action its fees of forty-five thousand
23 dollars and zero cents (\$45,000.00) and actual costs of six thousand eighty-three
24 dollars and twenty-six cents (\$6,083.26), in accordance with the terms of the
25 Settlement Agreement.

26 13. The Court approves the allocations and payment of One Hundred Thirty Thousand
27 Dollars (\$130,000.00) for the compromise of claims brought under the PAGA, to be
28 paid in accordance with the terms of the Settlement. Under the terms of the

1 Settlement, seventy-five percent (75%) of the Net Settlement Amount will be paid to
2 the State of California Labor and Workforce Development Agency ("LWDA
3 Payment"), and the remaining amount of the Net Settlement Amount shall be
4 distributed to the PAGA Settlement Group Members in accordance with the terms of
5 the Settlement.

6 14. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid
7 for one hundred eighty (180) days after issuance. Funds remaining from any checks
8 for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed
9 to the California State Controller's Office Unclaimed Property Fund.

10 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
11 of supervising, administering, implementing, interpreting, and enforcing this
12 Judgment and Order, as well as the Settlement.

13 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
14 admission or concession by any party. The Settlement and this resulting Judgment
15 and Order simply represent a compromise of disputed allegations.

16 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
17 days of the date of this Order.

18 **IT IS SO ORDERED AND ADJUDGED.**

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20 Dated: 11-28-22



21 *[Signature]*
22 Honorable Lauri A. Damrell
23 Judge of the Superior Court
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