

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Tara Zabehe (SBN 314706)
Stephen James Wilson (SBN 357365)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Erickson Martinez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

SUPER DUPER BURGERS WAGE AND
HOUR CASES

Included actions:

Martinez v. Back of the House, Inc., et al.,
No. RG21113642 (Alameda County Super. Ct.)

Martinez v. Back of the House, Inc., et al.,
No. CGC-21-594380 (San Francisco County
Super. Ct.)

Lopez v. Back of the House, Inc., et al.,
No. CGC-19-579624 (San Francisco County
Super. Ct.)

Judicial Council Coordination Proceeding No.:
CJC-22-005249

Honorable Ethan P. Schulman
Department 304

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 13, 2025
Time: 11:00 a.m.
Department: 304

1 This matter has come before the Honorable Ethan P. Schulman in Department 304 of the
2 Superior Court of the State of California, for the County of San Francisco, on May 13, 2025 at 11:00
3 a.m. for Plaintiff Erickson Martinez’s (“Plaintiff”) Renewed Motion for Preliminary Approval of
4 Class Action Settlement. Lawyers *for* Justice, PC appeared as counsel for Plaintiff. Gordon Rees
5 Scully Mansukhani, LLP appeared as counsel for Defendants Back of the House, Inc.; EBurger,
6 LLC; JBurger, LLC; Mission 98 Super, LLC; MBurger, LLC; 2355 Telegraph Ave, LLC; The
7 Veranda Super, LLC; 5399 Prospect Road, LLC; Super Emeryville, LLC; DBurger, LLC;
8 MetBurger, LLC; Super Novato, LLC; Super Los Gatos, LLC; KBurger, LLC; Adriano Paganini;
9 and Edmondo Sarti (together, “Defendants”).

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
12 Preliminary Approval of Class Action Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Second Amended Joint Stipulation of Class
15 Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
16 Agreement”), attached as “EXHIBIT D” to the Supplemental Declaration of Tara Zabehi in Support
17 of Plaintiff’s Renewed Motion for Preliminary Approval of Class Action Settlement. This is based
18 on the Court’s determination that the Settlement appears to fall within the range of possible approval
19 as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
22 Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
24 and reasonable. It appears to the Court that extensive investigation and research have been
25 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
26 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
27 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
28

1 further prosecution of the case. It further appears that the Settlement has been reached as the result
2 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Class Counsel Fees Payment and Litigation Expenses Payment, Class Representative Service
5 Payment, PAGA Payment, Settlement Administration Expenses, and payments to the Participating
6 Class Members provided thereby, appear to be within the range of reasonableness of a settlement
7 that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
8 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
9 monetary settlement awards made available to the Participating Class Members are fair, adequate,
10 and reasonable when balanced against the probable outcome of further litigation relating to
11 certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel is qualified to act as counsel for Plaintiff in their individual capacity and as the
21 representative of the Class.

22 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
23 follows:

24 All current and former hourly-paid or non-exempt employees who worked for any
25 of the Defendants or Employers at a Super Duper Burgers restaurant within the State
26 of California at any time during the period from September 16, 2015 through March
27 4, 2025.

28 7. The Court provisionally appoints Arby Aiwasian, Joanna Ghosh, and Tara Zabehi
of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

1 8. The Court provisionally appoints Plaintiff Erickson Martinez as the representative
2 of the Class (“Class Representative”).

3 9. The Court provisionally appoints CPT Group, Inc. (“Settlement Administrator”)
4 handle the administration of the Settlement.

5 10. Within twenty (20) calendar days after the date on which the Court enters this Order,
6 Defendants will provide the Settlement Administrator the following most up-to-date information
7 about each Class Member formatted in a readable Microsoft Office Excel spreadsheet: (a) full
8 name; (b) last-known mailing address; (c) last-known email address; (d) Social Security number; (e)
9 total number of Workweeks during the Class Period; (f) total number of Workweeks during the
10 PAGA Period; and (g) such other information as is necessary for the Settlement Administrator
11 effectuate the terms of the Settlement (collectively, “Class Data”) in conformity with the Settlement
12 Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached as “EXHIBIT F” to the Supplemental Declaration of Tara
15 Zabehi in Support of Plaintiff’s Renewed Motion for Preliminary Approval of Class Action
16 Settlement. The Class Notice shall be provided to Class Members in the manner set forth in the
17 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
18 the Class Members of all material elements of the Settlement, of Class Members’ right to be
19 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right
20 to dispute the Workweeks credited to each of them, and of each Class Member’s right and
21 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
22 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
23 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
24 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
25 further orders the Settlement Administrator to email and mail the Class Notice by First-Class U.S.
26 mail to all Class Members within ten (10) calendar days of receipt of the Class Data, pursuant to the
27 terms set forth in the Settlement Agreement.

28 12. The Court hereby preliminarily approves the proposed procedure, set forth in the

1 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
2 to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with
3 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked or
4 emailed no later than the date which is forty-five (45) calendar days from the initial mailing of the
5 Class Notice to Class Members (“Response Deadline”). The Response Deadline shall be extended
6 by fifteen (15) calendar days for any mailings returned to the Settlement Administrator by the
7 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
8 from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound
9 by the Settlement or have any right to object, appeal, or comment thereon. Class Members who
10 have not submitted a valid and timely Request for Exclusion (i.e., Participating Class Members)
11 shall be bound by the Settlement Agreement and any final judgment based thereon.

12 13. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ a.m./p.m. in
14 Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San
15 Francisco, CA 94102, to determine all necessary matters concerning the Settlement, including:
16 whether the proposed settlement of the action on the terms and conditions provided for in the
17 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
18 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
19 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
20 Members; and determine whether to finally approve the requests for the Class Counsel Fees Payment
21 and Litigation Expenses Payment, Class Representative Service Payment, and Settlement
22 Administration Expenses.

23 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
24 Counsel Fees Payment and Litigation Expenses Payment, Class Representative Service Payment,
25 and Settlement Administration Expenses, along with the appropriate declarations and supporting
26 evidence, including the Settlement Administrator’s declaration, at least sixteen (16) court days prior
27 to the Final Approval Hearing, to be heard at the Final Approval Hearing.

28 15. To object to the Class Settlement, a Participating Class Member may either submit

1 his or her objection in writing to the Settlement Administrator on or before the Response Deadline,
2 or may appear individually or through counsel of his or her choice, paid at his or her own expense,
3 and be heard at the Final Approval Hearing if he or she wishes to do so. The Objection must contain
4 the information that is required, as set forth in the Class Notice, including and not limited to the
5 grounds for the objection.

6 16. The Settlement is not a concession or admission, and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
9 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement.

15 17. In the event the Settlement does not become effective in accordance with the terms
16 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
17 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
18 vacated, and the Parties shall revert back to their respective positions as of before entering into the
19 Settlement Agreement.

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members, and retains jurisdiction to consider all further applications arising out of or connected with
23 the Settlement.

24 **IT IS SO ORDERED.**

25
26 Dated: _____

By: _____

The Hon. Ethan P. Schulman
Judge of the Superior Court