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**F I L E D**  
San Diego Superior Court

**JUN - 9 2023**

Clerk of the Superior Court  
By: H. Chavarin, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

TAYLOR SANIT, an individual, on behalf of  
himself, and on behalf of all persons similarly  
situated,

Plaintiffs,

vs.

ANO DOUKA, INC., a California Corporation;  
and DOES 1 through 50, Inclusive,

Defendant.

Case No.: 37-2021-00046578-CU-OE-CTL

*[Assigned for all purposes to Hon. Eddie C.  
Sturgeon, Dept. C-67]*

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT, ATTORNEYS' FEE  
AWARD, COSTS, AND CLASS  
REPRESENTATIVE SERVICE AWARD**

Hearing Date: June 9, 2023  
Time: 9:00 a.m.

Plaintiff's motion for an order finally approving the Class, Collective, and Representative Settlement Agreement and Class Notice ("Agreement") and motion for an award of attorneys' fees, costs, and Class Enhancement Payment duly came on for hearing on June 9, 2023, before the above-entitled Court. Barvie Law, APC, Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff Taylor Sanit ("Plaintiff"). Clark Hill LLP appeared for Defendant Ano Douka, Inc., (hereinafter "Defendant").

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

1           2.     This Court has jurisdiction over the subject matter of this litigation pending in the  
2 California Superior Court for the County of San Diego ("Court"), Case No. 37-2021-00046578-CU-  
3 OE-CTL, entitled *Sanit v. Ano Douka, Inc.*, and over all Parties to this litigation, including the Class.

4 **Preliminary Approval of the Settlement**

5           3.     On January 27, 2023, the Court granted preliminary approval of a class-wide settlement.  
6 At this same time the court approved certification of a provisional settlement class for settlement  
7 purposes only. The Court confirms this Order and finally approves the settlement and the certification  
8 of the Class.

9 **Notice to the Class**

10           4.     The Notice Packet was mailed by first class U.S. First Class Mail to the Class Members  
11 at their last known addresses on February 27, 2023. Mailing of the Notice Packet to their last known  
12 addresses was the best notice practicable under the circumstances and was reasonably calculated to  
13 communicate actual notice of the litigation and the proposed settlement to the members of the Class  
14 Members. The Court finds that the Notice Packet provided fully satisfies the requirements of  
15 California Rules of Court, Rule 3.769.

16           5.     The Response Deadline for opting out or objecting was April 28, 2023. There was an  
17 adequate interval between notice and deadline to permit Class Members to choose what to do and act  
18 on their decision. No Class Members objected. No Class Members requested exclusion.

19 **Fairness of the Settlement**

20           6.     The Agreement provides for a Gross Settlement Amount of \$325,000.00. The Agreement  
21 is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

22               a.     The settlement was reached through arms-length bargaining between the  
23 parties. There is no evidence of any collusion between the parties in reaching the proposed settlement.

24               b.     The Parties' investigation and discovery have been sufficient to allow the  
25 Court and counsel to act intelligently.

1 c. Counsel for all parties are experienced in similar employment class action  
2 litigation and have previously settled similar class claims on behalf of employees claiming  
3 compensation. All counsel recommended approval of the Settlement.

4 d. No objections were received. No requests for exclusion were received.

5 e. The participation rate is high. Only 15 Notice Packets were deemed  
6 undeliverable.

7 7. The consideration to be given to the Class Members under the terms of the Agreement  
8 is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in  
9 this Action and is fair, reasonable, and adequate compensation for the release of the Released Class  
10 Claims, given the uncertainties and risks of the litigation and the delays which would ensue from  
11 continued prosecution of the Action.

12 8. The Agreement is finally approved as fair, adequate, and reasonable and in the best  
13 interests of the Settlement Class Members.

14 **Attorneys' Fees and Litigation Expenses**

15 9. Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal  
16 to one-third (1/3) of the Gross Settlement Amount, One Hundred Eight Thousand Three Hundred  
17 Thirty-Three Dollars and Thirty-Three Cents (\$108,333.33) and reimbursement of costs and expenses  
18 in the amount of up to Twenty Thousand Dollars (\$20,000.00).

19 10. A Class Counsel Award of One Hundred Twenty Eight Thousand Three Hundred  
20 Thirty-Three Dollars with Thirty-Three Cents (\$128,333.33) comprised of attorneys' fees in the  
21 amount of One Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three  
22 Cents (\$108,333.33) and reimbursement of costs and expenses in the amount of up to Twenty  
23 Thousand Dollars (\$20,000.00) is reasonable in light of the contingent nature of Class Counsels' fee,  
24 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested  
25 attorneys' fee award represents one-third (1/3) of the common fund, which is reasonable and at the  
26 low end of the range for fee awards in common fund cases and is supported by Class Counsel's  
27 lodestar.

1 **Plaintiff's Enhancement Payment for Serving As Class Representative**

2 11. The Agreement provides for an Enhancement Payment to Plaintiff for serving as Class  
3 Representative of up to \$10,000 for Plaintiff, Taylor Sanit, subject to the Court's approval. The Court  
4 finds that the amounts of \$10,000 is reasonable in light of the risks and burdens undertaken by the  
5 Plaintiff in this class action litigation.

6 **Settlement Administration Costs**

7 12. The Agreement provides for Settlement Administration Costs to be paid in an amount  
8 not to exceed \$15,000.00. The Declaration of the Settlement Administrator provides that the actual  
9 claims administration expenses were \$15,000.00. The amount of this payment is reasonable in light  
10 of the work performed by the Settlement Administrator.

11 **II.**

12 **ORDERS**

13 Based on the foregoing findings, and good cause appearing, **IT IS HEREBY ORDERED:**

14 1. The Class is certified for the purposes of settlement only. The Settlement Class  
15 is hereby defined to include:

16 2. "Class Member(s)" means all non-exempt employees who are or previously  
17 were employed by Defendant in California during the Class Period. This includes either a  
18 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class  
19 Member who qualifies as an Aggrieved Employee). The Class Period is the period between November  
20 1, 2017 to December 24, 2022.

21 3. Every person in the Class is a Settlement Class Member.

22 4. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
23 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this  
24 Order and the terms of the Agreement.

25 5. Class Counsel are awarded a Class Counsel Award in the amount of  
26 \$128,333.33 comprised of attorneys' fees in the amount of \$108,333.33 and litigation expenses up to  
27  
28

1 \$20,000.00. Class Counsel shall not seek or obtain any other compensation or reimbursement from  
2 Defendant, Plaintiff, or members of the Class.

3 6. The Enhancement Award to the Plaintiff in the amount of \$10,000 is approved.

4 7. The payment of \$15,000.00 to the Settlement Administrator for Settlement  
5 Administration Costs is approved.

6 8. The PAGA Settlement of \$16,000, allocating seventy-five percent (\$12,000)  
7 to the LWDA and twenty five percent (\$4,000) to Aggrieved Employees, is hereby approved as fair,  
8 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the  
9 Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent  
10 of any fraud or collusion.

11 9. Final Judgment is hereby entered in this action. The Final Judgment shall bind  
12 each Settlement Class Member.

13 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
14 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act  
15 ("PAGA").

16 11. The term "Aggrieved Employees" is hereby defined as all current and former  
17 non-exempt employees of Defendant employed in California at any time from August 29, 2020 to  
18 July 26, 2022 ("PAGA Period").

19 12. In addition to the release given by each Settlement Class Member, Plaintiff  
20 also generally releases the Released Parties from any and all of the Released Class Claims as defined  
21 in the Agreement.

22 13. The Agreement is not an admission by Defendant, nor is this Final Approval  
23 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by  
24 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
26 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
28

1 in any event be construed as, or deemed to be evidence of, an admission or concession with regard to  
2 the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding  
3 against Defendant in any court, administrative agency or other tribunal for any purpose as an  
4 admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment,  
5 the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the  
6 Parties may file in the Action or in any other proceeding this Final Approval Order and Judgment,  
7 the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to  
8 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue  
9 preclusion or similar defense as to the claims being released by the Settlement.

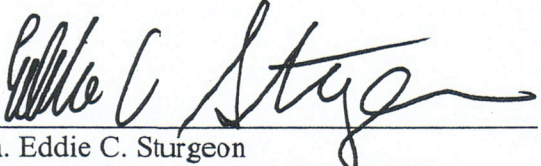
10 14. Notice of entry of this Final Approval Order and Judgment shall be given to  
11 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice  
12 of entry of this Final Approval Order and Judgment to individual Class Members.

13 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
14 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
15 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
16 connection with the distribution of settlement benefits.

17 16. If the Settlement does not become final and effective in accordance with the  
18 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
19 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
20 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

21  
22 **IT IS SO ORDERED.**

23 DATED: June 9, 2023

24   
Hon. Eddie C. Sturgeon  
JUDGE OF THE SUPERIOR COURT