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January 2, 2025

FILED
San Diego Superior Court

MAR 07 2025

Clerk of the Superior Court
By: A. Zarzoso, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

FIELDEN COLEMAN, individually and on
behalf of similarly situated persons,

Plaintiff,

v.

D.O.S. PIZZA, INC.,

Defendant.

Case No. 37-2024-00009527-CU-OE-CTL

[PROPOSED] JUDGMENT

Judge: Hon. Matthew C. Braner
Dept.: C-60

Date: March 7, 2025
Time: 9:00 AM

Complaint Filed: February 23, 2024
Trial Date: None Set

*[filed concurrently with Plaintiff's Unopposed
Motion for Approval; Declaration of Mark
Potashnick; Declaration of Jeffrey L. Hogue;
Declaration of Fielden Coleman; Notice of
Lodgment of Redacted Billing Records; and
Proposed Order Approving the Parties' PAGA
Settlement Agreement]*

JUDGMENT

Pursuant to the Order Approving the Parties' PAGA Settlement Agreement (the
"Order"), it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Judgment in this matter is entered in accordance with the terms of the Order and
the Parties' PAGA Settlement Agreement. Unless otherwise provided, all capitalized terms used
herein shall have the same meaning as those defined by the Parties' PAGA Settlement
Agreement.

2. This Judgment shall be binding on all Aggrieved Employees, all named entities

1 in the PAGA Settlement Agreement, and the State of California, who are hereby barred by the
2 doctrine of res judicata from re-litigating the Settled Claims, as that term is defined by the PAGA
3 Settlement Agreement. (*See Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986 (holding that a
4 judgment in a representative action brought by an aggrieved employee under PAGA is binding
5 not only on the named employee plaintiff but also on state labor law enforcement agencies and
6 any aggrieved employee not a party to the proceeding).)

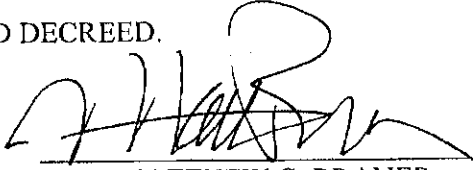
7 3. Without affecting the finality of the Judgment, the Court shall retain exclusive
8 and continuing jurisdiction over the above-captioned action and the Parties, including all named
9 entities in the PAGA Settlement Agreement, for purposes of enforcing the terms of the Judgment
10 and the PAGA Settlement Agreement.

11 4. Neither this Judgment, the Order, the PAGA Settlement Agreement, any
12 document referred to herein, any exhibit to any document referred to herein, any action taken to
13 carry out the settlement, nor any negotiations or proceedings related to the settlement are to be
14 construed as, or deemed to be evidence of, or an admission or concession with regard to, the
15 denials or defenses of Defendant (or any settling party), and shall not be offered in evidence in
16 any proceeding against the Parties hereto in any court, administrative agency, or other tribunal
17 for any purpose whatsoever other than to enforce the provisions of the Order and Judgment.

18 5. This document shall constitute a judgment.
19

20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

21
22 DATED: 3/7/25


HON. MATTHEW C. BRANER
JUDGE OF THE SUPERIOR COURT