

FILED
San Diego Superior Court

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January 2, 2025

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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] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT**

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; Declarations of Mark
Potashnick, Jeffrey L. Hogue, and Fielden
Coleman; Notice of Lodgment of Redacted
Billing Records; and [Proposed] Judgment.]*

ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT

1. The Court has received and considered the unopposed motion of plaintiff Fielden Coleman ("Plaintiff") as an aggrieved employee acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, sections 2698, et seq. ("PAGA") for approval of the Parties' PAGA Settlement Agreement, entered into between defendant D.O.S. Pizza, Inc. and Plaintiff on behalf of the state of California as private attorney general pursuant

[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT

1 to PAGA. **GOOD CAUSE** having been shown, the Court hereby approves the Parties' PAGA
2 Settlement Agreement.

3 2. This Order hereby adopts and incorporates by reference the terms and conditions
4 of the PAGA Settlement Agreement, together with the definitions used and contained therein,
5 including all named entities in the PAGA Settlement Agreement.

6 3. The Court finds that it has jurisdiction over the subject matter of the action and
7 over all parties to the action, including all Aggrieved Employees and all named entities in the
8 PAGA Settlement Agreement.

9 4. The Court has considered all relevant factors for determining the fairness of the
10 PAGA Settlement Agreement and has concluded that all such factors weigh in favor of approving
11 the PAGA Settlement Agreement. In particular, the Court finds the settlement was reached
12 following meaningful discovery and investigation conducted by Plaintiff; that the PAGA
13 Settlement Agreement is the result of serious, informed, adversarial, and arm's-length
14 negotiations between the Parties; and that the terms of the settlement are in all respects fair,
15 adequate, and reasonable.

16 5. In so finding, the Court has considered all evidence presented, including evidence
17 regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims
18 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
19 investigation and discovery completed; and the experience and views of counsel. The Parties
20 have provided the Court with sufficient information about the nature and magnitude of the claims
21 being settled, as well as the impediments to recovery, to make an independent assessment of the
22 reasonableness of the terms to which the Parties have agreed.

23 6. Accordingly, the Court hereby approves the settlement as set forth in the PAGA
24 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,
25 adequate and hereby directs implementation of all remaining terms, conditions, and provisions
26 of the PAGA Settlement Agreement.

27 7. The PAGA Settlement Agreement is not an admission by Defendant in the PAGA
28 Settlement Agreement, nor is this Order a finding of the validity of any allegations or of any

1 wrongdoing by Defendant. Neither this Order, the PAGA Settlement Agreement, nor any
2 document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement,
3 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendant in the PAGA Settlement Agreement.

5 8. The settlement of civil penalties under PAGA in the amount of \$154,541.87 is
6 hereby approved. Seventy-Five Percent (75%), or \$115,906.40, shall be paid to the California
7 Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or
8 \$38,635.47, shall be paid to Aggrieved Employees.

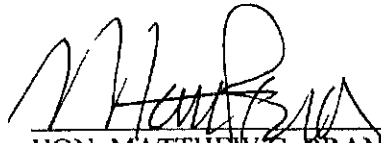
9 9. The Court hereby awards a total of \$87,500 in attorneys' fees and \$9,958.13 in
10 costs and expenses to Plaintiff's Counsel: Hogue & Belong and Weinhaus & Potashnick.

11 10. The Court finds that the requested award of attorneys' fees is reasonable for a
12 contingency fee in this PAGA action.

13 The Court approves settlement administration costs and expenses of no more than
14 \$5,500.00 to CAC Services Group, LLC.

15 11. The Court shall retain exclusive and continuing jurisdiction over the above
16 captioned action and the parties for purposes of enforcing the terms of the Settlement Agreement.

17
18
19 DATED: 3/7/25


HON. MATTHEW C. BRANER
JUDGE OF THE SUPERIOR COURT