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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF PLACER**
11

12 LEE ALLEN COWIN, individually on
behalf of himself, and on behalf of all
13 similarly situated individuals,

14 Plaintiff,

15 v.

16 NEKI, INC., a California corporation, d/b/a
PIZZA GUYS, and DOES 1 through 10,
17 inclusive,

18 Defendants.
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CASE NO: S-CV-0049770

Assigned to the Hon. Michael W. Jones, Dept. 3

CLASS ACTION

[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

DATE: October 5, 2023

TIME: 8:30 a.m.

DEPT.: 3

Action Filed: January 19, 2023

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on October 5, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Lee Allen Cowin ("Plaintiff" or "Cowin") against Defendant Neki, Inc., a California
4 corporation, d/b/a Pizza Guys ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on
5 behalf of a class of certain of Defendant's current and former employees, that Defendant failed to
6 pay all wages, failed to pay all gratuities, failed to provide meal and rest periods or compensation
7 in lieu thereof, failed to reimburse business expenses, failed to pay wages due timely upon
8 separation of employment, and failed to comply with itemized wage statement provisions.
9 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
10 of the Class. Defendant contends that that it has complied at all times with California law, including
11 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
12 and Professions Code.

13 On June 5, 2023, this Court entered an Order Granting Preliminary Approval of Settlement,
14 resulting in certification of the following provisional Settlement Class: all non-exempt, hourly
15 employees who have, or continue to, work for Defendant in California from October 12, 2018
16 through April 15, 2023.

17 That Preliminary Approval Order further directed the Parties to provide Notice to the Class,
18 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key
19 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
20 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
21 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
22 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
23 Class Members to participate in the proposed settlement.

24 The Court, upon Notice having been given as required in the Preliminary Approval Order,
25 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
26 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:
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1 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
2 to the Action, including all members of the Settlement Class.

3 2. The Court finds that the Settlement Class is properly certified for settlement
4 purposes only.

5 3. The Notice provided to the Settlement Class conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing
9 individual notice to all Class Members who could be identified through reasonable effort, and by
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 Class Members. The notice fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the Settlement is
13 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769. The Court approves the Maximum Settlement Amount of One Hundred Seventeen
17 Thousand Five Hundred Dollars (\$117,500).

18 5. Zero (0) Class Members have objected to the terms of the Settlement.

19 6. Zero (0) Class Members have requested exclusion from the Settlement.

20 7. Upon entry of this Order, compensation to the Class Members shall be affected
21 pursuant to the terms of the Settlement.

22 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
23 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
24 hereby approves the payment of an Enhancement Payment to Plaintiff Lee Allen Cowin in the
25 amount of Five Thousand Dollars (\$5,000). This shall be paid from the Maximum Settlement
26 Amount.

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9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of Forty-One Thousand One Hundred Twenty-Five Dollars (\$41,125), and the reimbursement of litigation expenses in the sum of Nine Thousand Six Hundred Seventy-Eight Dollars and Eighty-Nine Cents (\$9,678.89). This shall be paid from the Maximum Settlement Amount.

10. The Court approves and orders payment in the amount of Five Thousand Dollars (\$5,000) to Phoenix Settlement Administrators for performance of its settlement administration services. This shall be paid from the Maximum Settlement Amount.

11. The Court approves and orders payment in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750) to the California Labor and Workforce Development Agency for its 75% share of PAGA penalties, and One Thousand Two Hundred Fifty Dollars (\$1,250) of the PAGA Payment shall be paid to Aggrieved Employees as part of the Net Settlement Proceeds. This shall be paid from the Maximum Settlement Amount.

12. Upon the entry of this Order and Judgment, Plaintiff, Aggrieved Employees, and all Class Members shall be bound by the release of claims as set forth in the Settlement.

13. This "Judgment" is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable.

14. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: October 5, 2023

JUDGE OF THE SUPERIOR COURT

Michael W. Jones