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4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

6 JOVAN NEWLAND, individually and on
7 behalf of all others similarly situated,

8 Plaintiff,

9 v.

10 WJD RESTAURANT GROUP, LLC, a
11 California Limited Liability Company; and
12 DOES 1 through 50, inclusive,

13 Defendants.

Case No.: 24STCV10446
[Unlimited Jurisdiction]

*Assigned to the Honorable Laura A.
Seigle, Dept. 17*

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

14 Complaint Filed: April 25, 2024
15 Trial Date: Not set.
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1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on February 17, 2026 and a hearing was held before this
3 Court on March 27, 2026. Appearing at the hearing were Nick Rosenthal of The Law Office of
4 Nick Rosenthal, APC for Plaintiff and the Class and Grace Horoupian of Fisher & Phillips LLP
5 for Defendant.

6 The Court has considered the Joint Stipulation and Settlement Agreement of Class
7 Action Claims ("Settlement Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class;

12 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a
15 whole;

16 3. The Court hereby conditionally certifies the following Class for settlement
17 purposes only:

18 All current and former non-exempt employees of Defendant who worked at a
19 private event in the state of California during which service appreciation was
20 paid between April 26, 2020 to March 15, 2025, who did not opt-out of the
21 Settlement.

22 4. Should for whatever reason the Settlement Agreement not become Final, the fact
23 that the parties were willing to stipulate to certification of a class as part of the Settlement
24 Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the
25 issue of whether a class should be certified in a non-settlement context.

26 5. The Court appoints and designates: (a) Plaintiff Jovan Newland as the Class
27 Representative and (b) Nick Rosenthal of The Law Office of Nick Rosenthal, APC as Class
28 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to
all acts or consents required by, or which may be given, pursuant to the Settlement Agreement,
and such other acts reasonably necessary to finalize the Settlement Agreement and its terms.

Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

6. The Court hereby approves the terms and conditions provided for in the Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

7. A final fairness hearing on the question of whether the proposed Settlement Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to Class Counsel (60% to The Kick Law Firm, APC and 40% to The Law Office of Nick Rosenthal, APC), and the Class Representative Enhancement Award should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set for _____ at _____ in this Court.

8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement ("Class Notice") to be sent to Class Members, which is attached as Exhibit 1 to the Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Settlement Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

9. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Settlement
3 Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the
5 settlement as provided in the Settlement Agreement and Class Notice and by following the
6 instructions for requesting exclusion. Any person who timely and properly opts out of the
7 settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
8 comment thereon. Any Opt Out request must be in writing and signed by each such Class
9 Member opting out and must otherwise comply with the requirements delineated in the Notice
10 of Settlement. Class Members who have not requested exclusion by submitting a valid and
11 timely Opt Out request, by the Opt Out deadline, shall be bound by all determinations of the
12 Court, the Settlement Agreement, and Judgment.

13 11. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement, and may present evidence and file briefs or other
15 papers that may be proper and relevant to the issues to be heard and determined by the Court as
16 provided in the Class Notice.

17 12. The Motion for Final Approval shall be filed by the Class Representative no later
18 than sixteen (16) court days before the Settlement Fairness Hearing, seeking entry of the
19 [Proposed] Order Granting Final Approval of Class Action Settlement and Judgment Thereon.

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

24 IT IS SO ORDERED.

25 DATED: _____

26 _____
27 HON. LAURA A. SEIGLE
28 SUPERIOR COURT OF CALIFORNIA