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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

Case No.: 24STCV10446

*[Assigned for all purposes to the Honorable
Laura A. Seigle, Dep. 17]*

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

Date: August 24, 2026

Time: 9:00 a.m.

Dept.: 17

Complaint Filed: April 25, 2024

1 Plaintiff Jovan Newland (“Plaintiff” or “Newland”), and the settling Defendant WJD
2 Restaurant Group, LLC (“Defendants”) (together, the “Parties”) have entered into the Joint Stipulation
3 of Class Action Settlement (“Settlement Agreement”) to settle the above-captioned class action subject
4 to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
6 Settlement, including approval of a Service Payment Award for the Named Plaintiff and Class
7 Counsel’s Application for a Fee and Expense Award. The Court has read, heard, and considered all
8 the pleadings and documents submitted, and the presentations made in connection with the Motion
9 which came on for hearing on August 24, 2026.

10 **I. BACKGROUND**

11 On April 25, 2024, Plaintiff filed a class action complaint on behalf of himself and all similarly
12 situated employees in the Superior Court of the State of California for the County of Los Angeles.
13 The complaint asserted claims for violation of California Labor Code sections 2698 *et seq.*, and for
14 violation of Business & Professions Code section 17200 *et seq.*, both premised on an underlying
15 violation of California Labor Code section 351. Plaintiff alleged that he and his fellow class members
16 did not receive gratuities that were paid by Defendant’s customers.

17 **A. Class Members**

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

21 **B. Operation of the Settlement**

22 Pursuant to the Preliminary Approval Order dated March 27, 2026 this Court conditionally
23 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval
24 Order also approved of the proposed forms of notice and notice plan. The Court entered the
25 Preliminary Approval Order after review and consideration of all of the pleadings filed in connection
26 herewith, and the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Class Notices were sent to all Class
28 Members via first class mail. The notice process was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-
2 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
3 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
4 pursuant to California Code of Civil Procedure section 877.6. The Court further finds that the
5 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
6 approval of a class action settlement under California law. Under the provisions of California Code
7 of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, as approved for use by the
8 California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has
9 discretion to certify a class where:

10 [Q]uestions of law or fact common to the members of the class
11 predominate over any questions affecting only individual members,
12 and that a class action is superior to the available methods for the
13 fair and efficient adjudication of the controversy ... Fed. R. Civ.
14 Proc. 23.

15 Certification of a settlement class is the appropriate judicial device under these circumstances.

16 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
17 FOLLOWS:

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement Agreement filed in this case, including the following:

20 • “Qualified Class Members” means the Settlement Class Members who did not
21 opt out of the Settlement Agreement and who will receive a share of the Net Settlement
22 Amount.

23 • “Released Parties” means Defendant WJD Restaurant Group, LLC, and any of
24 its past, present and future direct or indirect parents, subsidiaries, predecessors, successors,
25 assigns and affiliates, as well as each of their past, present and future officers, directors,
26 employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers,
27 employees and any individual or entity which could be jointly liable with Defendant.

28 • The “Released Claims”. Upon the date the Settlement is funded, the Covered
Employees will be deemed to have released and discharged Defendant and the Released

1 Parties from the claims asserted in the Complaint predicated on the factual allegations of the
2 Complaint during the Class Period. Upon final approval by the Court, the claims released by
3 the Covered Employees will include:

4 a. The Claims alleged in the Lawsuit and set forth in the
5 Complaint, including, but not limited to: (1) Failure to distribute gratuities to employees (Cal.
6 Lab. Code § 351); (2) Violation of Business and Professions Code § 17200, *et seq.* stemming
7 from any alleged failure to distribute gratuities to employees; and (3) those claims predicated
8 on the same or similar facts and/or claims alleged in the Lawsuit as well as any claims that
9 could have been pled which arise from the same or similar facts concerning the Named
10 Plaintiff or the putative class, and claims for interest, penalties (including but not limited to
11 waiting time penalties), and any and all derivative claims.

12 b. Any claims for injunctive relief, declaratory relief or restitution,
13 alleged in the Lawsuit or which could have been pled arising out of the same operative facts;
14 and
15

16 c. Any and all other claims under California common law, the
17 federal law, and the California Business and Professions Code alleged in the Lawsuit or that
18 could have been pled arising out of the same operative facts.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, the other Members of the Settlement Class, and Defendants.

21 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
22 disseminated to the Class constituted the best notice practicable under the circumstances to all Persons
23 within the definition of the Class, and fully met the requirements of California law and due process
24 under the United States Constitution.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
27 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

28 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to

1 bear their own costs and attorneys' fees.

2 6. The Court hereby certifies the following Class for settlement purposes only: All
3 current and former non-exempt employees of Defendant who worked at a private event in the state
4 of California during which service appreciation was paid between April 26, 2020 to March 15, 2025,
5 who did not opt-out of the Settlement.

6 7. No members of the Class excluded themselves from the settlement.

7 8. With respect to the Class and for purposes of approving the settlement only and for no
8 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable
9 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
10 common to the Class, and there is a well-defined community of interest among Members of the Class
11 with respect to the subject matter of the claims in the Litigation; (c) the claims of Class Representative
12 is typical of the claims of the members of the Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the members of the Class; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for
15 the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
16 individual and representative capacity and for the Class.

17 9. Within thirty (30) calendar days of the Effective Date, Defendant shall transfer to the
18 Settlement Administrator an amount equal to the Gross Settlement Amount plus the employer's share
19 of payroll taxes, pursuant to the terms of the Settlement Agreement.

20 10. The Court approves the Individual Settlement Payment amounts, which shall be
21 distributed pursuant to the terms of the Settlement Agreement.

22 11. The Settlement Administrator shall pay (a) to Class Counsel attorneys' fees in the
23 amount of \$24,500.00 and reimbursement of costs in the amount of \$11,189.75; (b) service payment
24 award to the Class Representative Jovan Newland to reimburse him for her unique services in the
25 following amount: \$5,000.00; and (c) \$6,500.00 to the Settlement Administrator, Phoenix Settlement
26 Administrators, for its fees and costs relating to the settlement administration process. The Court
27 finds that these amounts are fair and reasonable.

28 12. The Court decrees that the Qualified Class Members shall, after entry of this Final

1 Order and Judgment, be conclusively deemed to have released and forever discharged the Released
2 Parties from all Released Claims.

3 13. The Court hereby enters final judgment in this case in accordance with the terms of
4 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
5 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the
6 action and the Parties, including all Settlement Class Members, for purposes of enforcing and
7 interpreting this Order and the Settlement.

8 IT IS SO ORDERED AND ADJUDGED.

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10 DATED: _____

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12 HON. LAURA A. SEIGLE
13 SUPERIOR COURT OF CALIFORNIA
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