

Clerk of the Superior Court
By T. Automation , Deputy Clerk

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Attorneys for Plaintiff Katherine Wishnick

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KATHERINE WISHNICK *et al.*

Plaintiff,

vs.

BIG DADDY'S OIL 22, INC. *et al.*

Defendants.

Case No. 37-2023-00001414-CU-OE-CTL

Hon. Judy S. Bae
Dept. 62

CLASS ACTION

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: January 11, 2023

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On May 23, 2025, at 9:10 a.m. in this Department, the Court entered the Order and
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs and
5 Entering Judgment attached hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

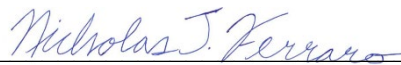
7 3. A conformed copy of this Notice will be submitted to the LWDA via its online
8 electronic portal in accordance with Labor Code § 2699(s)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: May 27, 2025

Ferraro Vega Employment Lawyers, Inc.

14 

15 Nicholas J. Ferraro

16 Attorneys for Plaintiff Katherine Wishnick

Exhibit 1

FILED
San Diego Superior Court

MAY 23 2025

By: S. Christensen, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KATHERINE WISHNICK, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

BIG DADDY'S OIL 22, INC.; BIG
DADDY'S OIL 23, INC.; BIG DADDY'S
OIL 24, INC.; BIG DADDY'S OIL 26, INC.;
BIG DADDY'S OIL, LLC; and BIG
DADDY DOES 1 through 50; ROES 1
through 10, inclusive,

Defendants.

Case No. 37-2023-00001414-CU-OE-CTL

Hon. Judy S. Bae
Dept. 62

CLASS ACTION

**[Proposed] Order Granting Final Approval of
Class Action Settlement and Attorneys' Fees
and Costs and Entering Judgment**

Motion for Final Approval/Attorneys' Fees:

Date: May 23, 2025

Time: 9:10 a.m.

[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement, Memorandum of Points and
Authorities, Declaration of Nicholas J. Ferraro,
Declaration of Settlement Administrator, and
Declaration of Katherine Wishnick]

Action Filed: January 11, 2023

**[Proposed] Order Granting Final Approval of Class Action Settlement
and Attorneys' Fees and Costs and Entering Judgment**

1 This matter came on for hearing on May 23, 2025 at 9:10 a.m. in Department 62 of the above-
2 captioned Court, the Honorable Judy S. Bae presiding, on (1) Plaintiff's Motion for Final Approval of
3 Class Action Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
6 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
7 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
8 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
10 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
11 informed the class of the terms of the Settlement, their right to receive a settlement payment without
12 any required action, their right to comment upon or object to the Settlement, and their right to appear
13 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
14 Settlement. Adequate periods of time were provided for each of these procedures.

15 2. Zero class members returned a written objection to the proposed Settlement as part of
16 the notice process or stated an intention to appear at the Final Approval Hearing and there we no
17 dissenting appearances from class members at the hearing. One class member requested exclusion
18 from the Settlement: ERE, PSA ID: WIBDOIL267. This "opt out" is affirmatively excluded from the
19 class settlement.

20 3. The Court finds and determines the notice procedure afforded adequate protections to
21 the class and provides the basis for the Court's informed decision regarding approval of the Settlement
22 based the response. The Court finds and determines the notice provided was the best notice
23 practicable, satisfying the requirements of law and due process.

24 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
25 proposed class is ascertainable and so numerous that joinder of all members of the class is
26 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
27 defined community of interest among members of the class with respect to the subject matter of the
28 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class

1 representative has and will fairly and adequately protect the interests of the class; (e) a class action is
2 superior to other available methods for an efficient adjudication of this controversy in the context of
3 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
4 to serve as Class Counsel in this action.

5 5. The Court confirms certification, for settlement purposes only, of the class as defined in
6 the Settlement and approved at the preliminary approval stage.

7 6. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
8 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
9 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
10 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
11 extensive investigation, research, and informal discovery, and that their attorneys were able to
12 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
13 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
14 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
15 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
16 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
17 forth herein.

18 7. The Court finds and determines the fees and expenses in administering the Settlement
19 incurred by the Settlement Administrator of \$7,000.00 are fair and reasonable. The Court orders these
20 administration costs be paid in accordance with the terms of the Settlement.

21 8. The Court finds and determines the Service Award of \$10,000.00 to Plaintiff Wishnick
22 as fair and reasonable. The Court orders the service awards be paid in accordance with the terms of
23 the Settlement.

24 9. The Court finds and determines payment to the California Labor and Workforce
25 Development Agency of \$11,250, as its 75% share of the civil penalties under the Private Attorneys
26 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
27 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
28 General Act pursuant to Labor Code § 2699(s)(2).

1 10. Pursuant to the terms of the Settlement and the statutory provisions authorizing
2 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
3 for Attorneys' Fees, the Court awards Class Counsel attorneys' fees of \$83,325.00 and litigation costs
4 of \$16,678.28. Class Counsel has sufficiently explained the basis for the fee award based on a
5 percentage of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the
6 Settlement Administrator to make these payments in accordance with the Settlement.

7 11. Without affecting the finality of this Order or the entry of judgment in any way, the
8 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
9 and enforcement of this Order and the Settlement.

10 12. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
11 the Settlement or under this Order, including the requirement that Defendant make payments to Class
12 Members in accordance with the Settlement.

13 13. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
14 Settlement, in accordance with this Final Approval Order and Judgment.

15 14. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
16 Entry of Judgment with the Court.

17 15. A Final Accounting/Review hearing is set for 1/16/2026 @ 9:10
18 IT IS SO ORDERED. ^{AM}
in Dept. 62.

19
20 Date: 5/23/2025

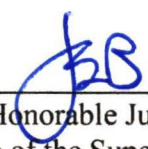
21 
The Honorable Judy S. Bae
22 Judge of the Superior Court
23
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28

Exhibit 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - May 22, 2025

HEARING DATE: 05/23/2025 HEARING TIME: 9:10 AM DEPT.: C-62

JUDICIAL OFFICER: Judy S. Bae

CASE NO.:37-2023-00001414-CU-OE-CTL

CASE TITLE: Wishnick vs Big Daddys Oil 22 Inc [E-File]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

Plaintiff Katherine Wishnick's unopposed Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**.

Plaintiff's unopposed Motion for Attorneys' Fees and Costs is **GRANTED**.

The Court finds the \$250,000.00 non-reversionary class settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

The class consists of 209 class members. Of the notices sent, only six remain undeliverable. The reasonableness of the settlement is further demonstrated by the fact that there is no opposition, no objections, no workweek disputes, and only one request for exclusion.

Plaintiff requests \$83,325.00 in attorneys' fees, which is 33.33% of the gross settlement amount. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) The reasonableness is confirmed when double checked against the lodestar, which results in a modest 0.96 multiplier. (*Id.* at p. 504 [courts may, but are not required to, double check the reasonableness of a percentage fee through a lodestar calculation]; ROA 50, Ferraro Decl., at ¶¶ 7-14.) Accordingly, Plaintiff's request for \$83,325.00 in attorneys' fees is granted.

The Settlement Agreement provides for litigation expenses up to \$20,000.00. Plaintiff incurred litigation expenses in the amount of \$16,678.28. (Ferraro Decl., at ¶ 15.) The requested \$16,678.28 figure is less than the maximum authorized in the Settlement Agreement and is approved. Under the Settlement Agreement, if the Court approves litigation costs less than the amount requested, the Settlement Administrator will allocate the remainder to the net settlement amount. (Ferraro Decl., at Ex. 1 [Settlement Agreement], p. 5, ¶ 2.2.2.)

The \$7,000.00 in settlement administration costs for services provided by Phoenix Settlement Administrators is less than the maximum \$10,000.00 in costs authorized in the Settlement Agreement and is approved. Under the Settlement Agreement, if the administration expenses are less than the maximum permitted, the Settlement Administrator will retain the remainder in the net settlement amount. (Settlement Agreement, at p. 5, ¶ 2.2.3.)

Incentive payments to class representatives “must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the “risk to the class representative in commencing suit” and any “notoriety and personal difficulties” he or she encounters as a result of the litigation. (*Id.* at p. 1394.) Here, Plaintiff dedicated considerable time and effort assisting with the prosecution of the action. (ROA 52, Wishnick Decl., at ¶¶ 14-20.) The \$10,000.00 service award is reasonable, uncontested and appropriate to compensate Plaintiff for her efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint’s factual allegations and do not extend beyond the scope of its allegations. (*Ibid.*)

The Court also finds the PAGA portion of the settlement in the amount of \$15,000.00 is also “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiff also provided the LWDA with notice of the settlement and motion for preliminary approval.

Based on the foregoing, the motion for final approval and motion for attorneys’ fees and costs are **GRANTED**.

The Court sets a Final Accounting Hearing for **January 13, 2026, at 9:10 a.m.** in Department 62 to confirm the completion of the settlement process.

The Court will review and sign the proposed order at the hearing, with interlineations regarding the above date and time for the Final Accounting Hearing. That order will be the Court’s final order on the motions.