

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 23 2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

NATHAN R. TAVEGIA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

RIVERSIDE PIZZA, INC.; a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2300581

Assigned to the Hon. Harold W. Hopp

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

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement
3 Agreement”) came for a hearing on May 23, 2024, in Department 1 of the above-entitled court.
4 The Settlement Agreement is titled “Class Action and PAGA Settlement Agreement” and was
5 included as Exhibit “B” to the Declaration of Mehrdad Bokhour in Support of Plaintiff’s Motion
6 for Final Approval of Class Action Settlement filed on April 30, 2024, which is available at the
7 Court’s website at: [https://epublic-access.riverside.courts.ca.gov/public-](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2203190)
8 [portal/?q=paidRecords/document/case/CVRI2203190](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2203190).

9 A copy of the Settlement Agreement is also on file with the Court and available to Class
10 Members who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O.
11 Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810)

12 The Final Approval Motion was unopposed by Defendant Riverside Pizza, Inc.
13 (“Defendant”).

14 Having considered the Final Approval Motion, the Settlement Agreement, the
15 Declarations, and all other materials properly before the Court and having conducted an inquiry
16 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
17 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
18 adequate notice having been given to the Class, and the Court having considered the Settlement
19 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
20 received regarding the proposed settlement, and having reviewed the record in this Action, and
21 good cause appearing,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
24 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of this Action, the Class
26 Representative, the Class Members, the PAGA Employees and claim, and Defendant.

27 3. The Court finds that the distribution of the Class Notice, as provided for in the
28 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable

1 under the circumstances to all Class Members and fully met the requirements of California law
2 and due process under the California and United States Constitution. Based on evidence and
3 other material submitted, the actual notice to the class was adequate.

4 4. The Court finds that the instant Action presented a good faith dispute of the
5 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
6 behalf of the Class Members, which Defendant disputed, included all claims that were asserted
7 or that could have been asserted based on the facts alleged in Plaintiff's original Complaint and
8 First Amended Complaint, including claims arising out of any alleged failure to pay all
9 overtime wages, failure to pay all sick wages, failure to provide meal periods and premium
10 payments in lieu thereof, failure to provide rest periods and premium payments in lieu thereof,
11 failure to reimburse business expenses, failure to provide accurate itemized wage statements
12 (based on both direct and derivative theories of liability), failure to timely pay all wages due at
13 separation, violation of California Business & Professions Code, sections 17200 *et seq.*, and any
14 and all related penalties that arose during the Class Period. Plaintiff also alleged PAGA claims
15 based on these underlying alleged claims, as further specified in Plaintiff's Complaint,
16 Amended Complaint, and the Labor and Workforce Development ("LWDA") notice letter.

17 5. No Class Member objected to the Settlement, and no Class Members requested
18 exclusion from the Settlement. All Participating Class Members are entitled to payment
19 pursuant to the Settlement and this Judgment.

20 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
21 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
22 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
23 Settlement Agreement.

24 7. The Settling Parties are to bear their own fees and costs, except as otherwise
25 provided in the Settlement Agreement.

26 8. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following class: "All current and former non-exempt employees employed by Defendant at any
28 time during the period of February 3, 2019 through November 25, 2023." The PAGA Employees

1 are all persons who are or were previously employed by Defendant in California and classified
2 as a non-exempt or hourly employee at any time from January 3, 2022, through November 25,
3 2023. The Court deems this definition sufficient for purposes of California Rules of Court, rule
4 3.765(a).

5 9. With respect to the Settlement Class and for purposes of approving this
6 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
7 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
8 fact common to the Class Members, and there is a well-defined community of interest among
9 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
10 Representative are typical of the claims of the Class Members; (d) the Class Representative has
11 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
12 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
13 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
14 Plaintiff in his individual and representative capacity and for the Settlement Class.

15 10. By this Judgment, the Class Representative shall release, relinquish, and
16 discharge, and each of the Participating Class Members shall be deemed to have, and by
17 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
18 discharged all Released Claims against the Released Parties, as defined and specified in the
19 Settlement Agreement.

20 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff
21 as its deputized representative), and each PAGA Employee, will forever completely release and
22 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
23 Settlement Agreement.

24 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
25 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
26 an admission by or against Defendant or any of the other Released Parties of any fault,
27 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of
28 any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.

1 13 The Court finds that the Settlement Amount of \$1,750,000 is fair, reasonable,
2 and adequate and awards the payments set forth below from the Settlement Amount:

3 A) \$583,333.33 to Class Counsel for attorneys' fees in light of the benefit obtained
4 on behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour
5 Law Group, P.C.;

6 B) \$18,271.15 to Class Counsel for costs/expenses, which shall be awarded to
7 Bokhour Law Group, P.C.;

8 C) \$10,000 to Class Representative Nathan R. Tavegia. as a Service Award;

9 D) \$10,000 to the Settlement Administrator, ILYM Group, Inc.;

10 E) A PAGA Award of \$20,000, consisting of \$15,000 to the LWDA and \$5,000 to
11 PAGA Employees; and

12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
14 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

15 14. With the sole exception of employer-side taxes due on individual settlement
16 payments to Participating Class Members (which Defendant will pay in addition to the Gross
17 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will
18 pay for any reason in connection with the Settlement Agreement or this Order.

19 15. The Settlement Administrator is directed to calculate the Participating Class
20 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
21 payments within in accordance with the Settlement Agreement and the timeline set forth below:

22 The date the Court enters a Judgement on its 23 Order Granting Final Approval of the 24 Settlement	22 The Effective Date occurs.
25 Within 180 days of the Effective Date	25 Defendant shall issue the final payment to 26 the Settlement Administrator.
27 Within seven days after receipt of Payment	27 Settlement Administrator to issue all 28 Individual Settlement Payments to the 28 Participating Class Members, payment to 28 Class Counsel for the Attorneys' Fees and 28 Costs Award, the Service Payment to the

	Class Representative, and the payment to the LWDA for PAGA penalties.
180 days after payment is issued	Deadline for Class Members to cash checks.
July 10 th , 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
July 17 th , 2025	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

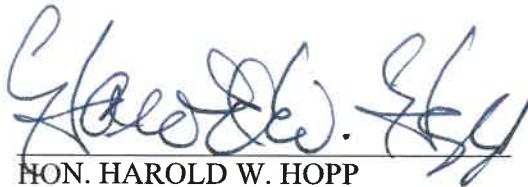
15. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on May 23rd, 2024, the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Tavegia v. Riverside Pizza, Inc.*, Case No. CVRI2300581, on behalf of all current and former non-exempt employees employed by Defendant at any time during the period of February 3, 2019 through November 25, 2023, pursuant to an approved settlement of disputed claims." In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

1 16. The Class Members shall have 180 days from the date of issuance by the
2 Settlement Administrator to negotiate the settlement check. If a Class Member does not
3 negotiate his/her check within this time period, the check will be canceled. The value of the
4 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
5 a settlement check shall be issued to the State Controller's Office for the State of California in
6 the name of the Class Member.

7 17. This document shall constitute a Judgment for purposes of California Rule of
8 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
9 Class Representative, the Class Members, and Defendant for the purposes of supervising the
10 implementation, enforcement, construction, administration, and interpretation of the Settlement
11 Agreement and this Judgment.

12
13 **IT IS SO ORDERED.**

14
15 Dated: 5/23/24


HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT