

Eli M. Kantor (SBN 71411)
Jonathan Kantor (SBN 313256)
LAW OFFICE OF ELI KANTOR
9595 Wilshire Boulevard, Suite 405
Beverly Hills, CA 90212
Telephone: (310) 274-8216
Fax: (310) 273-6016
eli@elikantorlaw.com
jonathan@elikantorlaw.com

Attorneys for Plaintiffs Salvador Rodriguez, German Rodriguez and all other current and former employees similarly situated

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

**SALVADOR RODRIGUEZ, GERMAN
RODRIGUEZ**, on Behalf of Themselves and
All Other Current and Former Employees
Similarly Situated,

Plaintiffs,

v.

WNU LLC DBA PAPA JOHNS, a
Washington Limited Liability Company,
PAUL URBINA, BRISIA OCHOA,
Individuals, and **DOES 1 to 50, Inclusive.**

Defendants.

CASE NO. 23STCV28934

*Assigned for All Purposes to the Honorable
William F. Highberger*

Dept. No. 10

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

Hearing Date: October 28, 2025

Hearing Time: 10:30 AM

Place: Dept. 10

Action Filed: November 22, 2023

Trial Date: Not Set

1 This matter came before the Honorable William F. Highberger of the Superior Court
2 of the State of California, in and for the County of Los Angeles, on October 28, 2025 at 10:30
3 AM, for hearing on the unopposed motion by Plaintiffs Salvador Rodriguez and German
4 Rodriguez (“Plaintiffs”) for preliminary approval of the Settlement with Defendants WNU
5 dba Papa Johns, Paul Urbina, and Briasia Ochoa (“Defendants”). The Court, having
6 considered the briefs, argument of counsel and all matters presented to the Court and good
7 cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
8 Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Eli Kantor in Support
12 of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on
13 the Court’s determination that the Settlement set forth in the Agreement is within the range
14 of possible final approval, pursuant to the provisions of Section 382 of the California Code of
15 Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount that Defendant shall pay is Four Hundred Fifty Six
19 Thousand Dollars (\$456,000). It appears to the Court on a preliminary basis that the settlement
20 amount and terms are fair, adequate and reasonable as to all potential Class Members when
21 balanced against the probable outcome of further litigation and the significant risks relating
22 to certification, liability and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their
24 respective positions. It further appears to the Court that the Settlement will avoid substantial
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by
26 the further prosecution of the Action. It further appears that the Settlement has been reached
27

1 as the result of serious and non-collusive, arm's-length negotiations. The Court approves of
2 the payment plan based on Plaintiffs' Counsel's review of Defendants' financial documents.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation
8 and the significant risks relating to certification, liability, and damages issues.

9 5. The Agreement provides for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000,
11 and proposed Class Representative Service Payments to the Plaintiffs in an amount not to
12 exceed \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor
13 the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required
14 to present evidence supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
16 representative treatment and certification of a class for settlement purposes only. This
17 stipulation will not be deemed admissible in this or any other proceeding should this
18 Settlement not become final. For settlement purposes only, the Court conditionally certifies
19 the Class which consists of "all persons employed by WNU LLC in California and classified
20 as non-exempt who worked for WNU LLC During the Class Period and who did not sign an
21 arbitration agreement " The "Class Period" is November 22, 2019 to March 18, 2025.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in
24 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of
27 the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the

1 Class; (d) the Plaintiffs will fairly and adequately protect the interests of the members of the
2 Class; (e) a class action is superior to other available methods for the efficient adjudication of
3 this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and
4 the Plaintiffs are adequate representatives of the Class.

5 8. The Court provisionally appoints Plaintiffs Salvador Rodriguez and German
6 Rodriguez as the representatives of the Class. The Court provisionally appoints Eli M. Kantor
7 as Class Counsel for the Class.

8 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount
9 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
10 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
11 Agreement pursuant to the PAGA and \$2,500 to the PAGA Class Members. “PAGA CLASS
12 MEMBERS” are all persons employed by WNU LLC in California and classified as non-
13 exempt who worked for WNU LLC from April 24, 2022 to March 18, 2025. The PAGA
14 Period is from April 24, 2022 to March 18, 2025. Pursuant to Labor Code section 2699,
15 subdivision (1)(2), the LWDA has been provided notice of the Agreement and these settlement
16 terms. The Court finds the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to
18 the Settlement Agreement as Exhibit A. The Court finds that the Class Notice appears to fully
19 and accurately inform the Class of all material elements of the proposed Settlement, of the
20 Class Members’ right to be excluded from the Class by submitting a written opt-out request,
21 and of each member’s right and opportunity to object to the Settlement. The Court further
22 finds that the distribution of the Class Notice substantially in the manner and form set forth
23 in the Agreement and this Order meets the requirements of due process, is the best notice
24 practicable under the circumstances, and shall constitute due and sufficient notice to all
25 persons entitled thereto. The Court orders the mailing of the Class Notice in English with a
26 Spanish translation, if applicable, by first class mail pursuant to the terms set forth in the
27 Agreement. If a Class Notice Packet is returned because of an incorrect address, the

1 Administrator will promptly search for a more current address for the Class Member and re-
2 mail the Class Notice Packet to any new address for the Class Member no later than seven (7)
3 days after the receipt of the undelivered Class Notice.

4 11. The Court hereby appoints ILYM Group as the Administrator. No later than
5 twenty-one (21) days after this Order, Defendant will provide the Class Data to the
6 Administrator in accordance with the Agreement. No later than (3) business days after receipt
7 of the Class Data, the administrator shall notify Class Counsel that the list has been received
8 and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
9 the Class Data. The Administrator will perform address updates and verifications as necessary
10 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
11 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class
12 Notice Packet to all Class Members via first-class regular U.S. Mail to their last known
13 address.

14 12. The Court hereby preliminarily approves the proposed procedure for exclusion
15 from the Settlement. Any Class Member may individually choose to opt out of and be
16 excluded from the Class as provided in the Class Notice by following the instructions for
17 requesting exclusion from the Class that are set forth in the Class Notice. All requests for
18 exclusion must be postmarked or received no later than forty-five (45) calendar days after the
19 date of the mailing of the Class Notice (“Response Deadline”). If a Class Notice Packet is re-
20 mailed, the Response Deadline for requests for exclusion will be extended an additional
21 fifteen (15) days. Any such person who chooses to opt out of and be excluded from the Class
22 will not be entitled to any recovery under the Class Settlement and will not be bound by the
23 Class Settlement or have any right to object, appeal or comment thereon. Class Members who
24 have not requested exclusion shall be bound by all determinations of the Court, the Agreement
25 and the Judgment. A request for exclusion may only opt out that particular individual, and
26 any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted
27 and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline to submit their written objections to the Administrator. Written objections may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A final approval hearing shall be held before this Court on _____, 2026 at ____ in Department 10 at the Los Angeles Superior Court Spring Street Courthouse to hear the motion for final approval and the motion for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, service award, and the fees and expenses of the Administrator. All papers in support of the motion for final approval and the motion for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at this final approval hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability,

wrongdoing, fault or omission by Defendants or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for Defendants to provide Class Data Information to Settlement Administrator	
Last day for Settlement Administrator to initiate mailing Class Notice to Class members ("Notice Date")	

Last day for Plaintiffs to file Motion for Final Approval / Fee Motion	16 court days before Final Approval Hearing
Last day for Class Members to postmark or submit Opt-Out Requests, Objections or Workweek/PAGA Pay Period Disputes to the Settlement (“Response Deadline”)	
Last Day for Parties to Respond to Objections and Provide Final Report of Administrator of Notice Program	5 court days prior to final approval hearing
Final Approval Hearing	
Last Day to file Final Accounting	

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19.

IT IS SO ORDERED.

1 Dated: _____

2 HON. WILLIAM F. HIGHBERGER
3 JUDGE OF THE SUPERIOR COURT
4 OF CALIFORNIA

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28