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~~RECEIVED~~
December 17, 2024

FILED
San Diego Superior Court

JAN 10 2025

Clerk of the Superior Court
By: K. Mulligan, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO

10 FERNANDO ARCE, individually, on behalf of
11 all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

12 *Plaintiff,*

13 v.

14 SAMMY'S WOODFIRED PIZZA, a California
15 corporation; and DOES 1 through 10, inclusive,

16 *Defendants.*

Case No. 37-2023-00037670-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to Blaine K.
Bowman, Dept. C-74]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 10, 2025
Time: 8:30 a.m.
Dept.: C-74

Complaint filed: August 30, 2023
FAC filed: August 12, 2024
Trial date: Not set

1 On or around September 13, 2024, this Court issued an Order Granting Plaintiff Fernando
2 Arce's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Plaintiff now
3 seeks an order granting final approval of the Class Action and PAGA Settlement Agreement
4 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
5 of Arrash T. Fattahi in Support of Plaintiff's Motion for Final Approval of Class Action Settlement
6 as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Sammy's Woodfired Pizza ("Defendant," and
17 collectively with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective
2 former and present representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have
4 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in
5 the course of the Action, including without limitation any and all claims based on allegations
6 involving: (a) failure to pay regular wages; (b) failure to pay overtime wages; (c) failure to provide
7 meal periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages
8 at termination; (f) failure to furnish accurate itemized wage statements; (g) failure to indemnify
9 employees for costs and expenditures; and (h) all damages, interest, penalties, attorneys' fees, and
10 costs, and any other amounts recoverable under said causes of action, to the extent permissible,
11 including the California Labor Code and applicable IWC Wage Order. Except as set forth in
12 Section 5.4 of the Agreement, Participating Class Members do not release any other claims,
13 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
14 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
15 claims based on facts occurring outside the Class Period.

16 7. Upon final approval of the Settlement by the Court, Participating Class Members will
17 release the aforementioned claims (paragraph 6) against all Released Parties.

18 8. The Parties shall bear their own respective attorneys' fees and costs, except as
19 otherwise provided for in the Settlement and approved by the Court.

20 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
21 following Class – all current and former employees of Defendant in the State of California who
22 worked in a non-exempt capacity at any time during the Class Period and who did not sign an
23 arbitration agreement with Defendant.

24 10. No Class Members have objected to the terms of the Settlement.

25 11. No Class Members have requested exclusion from the Settlement.

26 12. The Notice provided to the Class conforms with the requirements of California Rules
27 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
28 by providing individual notice to all Class Members who could be identified through reasonable

1 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
2 therein to the Class Members. The Notice fully satisfies the requirements of due process.

3 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
4 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
5 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
6 Payments to the Participating Class Members in accordance with the terms of the Settlement.

7 14. Defendant shall pay a total of \$425,000.00 to resolve this litigation and to separately
8 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

9 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
10 & Workforce Development Agency, representing 75% of the Private Attorneys General Act
11 ("PAGA") penalties awarded under the terms of the Class Action and PAGA Settlement Agreement,
12 pursuant to the PAGA.

13 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for his
14 service as the class representative and for his agreement to release claims.

15 17. From the Gross Settlement Amount, \$8,990.00 shall be paid to the Settlement
16 Administrator, Apex Class Action Administrators ("APEX").

17 18. The Court hereby confirms Arrash T. Fattahi and Arman A. Salehi of Wilshire Law
18 Firm as Class Counsel.

19 19. From the Gross Settlement Amount, Class Counsel is awarded \$148,750.00 for their
20 reasonable attorneys' fees and \$23,750.66 for their reasonable costs incurred in the Action. The fees
21 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
22 the fees are reasonable in light of the benefit provided to the Class.

23 20. Without affecting the finality of this Order in any way, this Court retains continuing
24 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
25 to all Parties to this action, and their counsel of record.

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27 ///

28 ///

1 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
2 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

3 **IT IS SO ORDERED.**

4
5 DATE:

1-10-25



Hon. Blaine K. Bowman
San Diego County Superior Court