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WILSHIRE LAW FIRM

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Attorneys for Plaintiff

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

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

Plaintiff,

v.

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

Defendants.

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

CLASS & REPRESENTATIVE ACTION

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

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

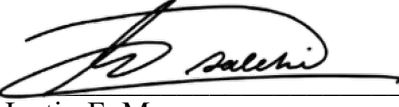
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has granted
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct
4 copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement is attached hereto as **Exhibit A**.

6
7 Respectfully submitted,

8 Dated: October 1, 2024

WILSHIRE LAW FIRM

9
10 By: 

Justin F. Marquez
Arrash T. Fattahi
Arman A. Salehi

11
12 Attorneys for Plaintiff

Exhibit A

RECEIVED
August 21, 2024

F I L E D
San Diego Superior Court

SEP 13 2024

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

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

CLASS & REPRESENTATIVE ACTION

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

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

[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; and the Declaration of
Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: September 13, 2024

Time: 8:30 a.m.

Dept: C-74

Complaint filed: August 30, 2023

FAC filed: August 12, 2024

Trial date: Not set

1 The Court has before it Plaintiff Fernando Arce's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the "Settlement Agreement"), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Sammy's
10 Woodfired Pizza ("Defendant," and together with Plaintiff, the "Parties"), attached to the
11 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of
12 Class Action Settlement as Exhibit 1.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$425,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency
19 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), 75% of which (\$7,500.00) will be paid to the LWDA and 25%
21 (\$2,500.00) will be paid to eligible Aggrieved Employees; (c) Class Representative service
22 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
23 35% of the Gross Settlement Amount (\$148,750.00), and up to \$30,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$8,990.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representative's enhancement award
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all current and former employees of Defendant in the State of
17 California who worked in a non-exempt capacity at any time during the Class Period and who
18 did not sign an arbitration agreement with Defendant."

19 6. "Class Period" means the period from August 30, 2019 to March 25, 2024.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiff Fernando Arce. The Court further preliminarily approves Plaintiff's ability to request
2 an incentive award up to \$10,000.00.

3 9. The Court appoints, for settlement purposes only, Justin F. Marquez, Arrash T.
4 Fattahi, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further
5 preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the
6 Total Settlement Amount (\$148,750.00), and costs not to exceed \$30,000.00.

7 10. The Court appoints Apex Class Action Administrators as the Settlement
8 Administrator with reasonable administration costs estimated not to exceed \$8,990.00.

9 11. The Court approves, as to form and content the Class Notice, attached to the
10 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
11 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
12 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto.

14 12. The Parties are ordered to carry out the Settlement according to the terms of the
15 Settlement Agreement.

16 13. Any class member who does not timely and validly request exclusion from the
17 settlement may object to the Settlement Agreement.

18 14. The Court orders the following Implementation Schedule:

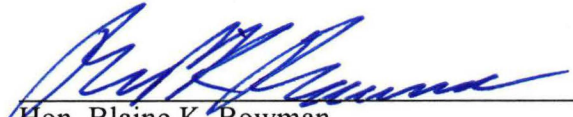
19 Defendant to provide Class List to the	No later than 15 days after the Court's order
20 Settlement Administrator	granting Motion for Preliminary Approval
21 Settlement Administrator to mail the Notice	No later than 14 days after receipt of the
22	Class List from Defendant
23 Response Deadline	45 days after Notice is mailed out by the
24	Settlement Administrator
25 Deadline to file Motion for Final Approval,	16 court days before the hearing on
26 Request for Attorneys' Fees and Costs, and	Plaintiff's Motion for Final Approval, which
27 Service Award to Plaintiff	is <u>January</u>

Final Approval Hearing	<u>10, 2025</u> at <u>8:30</u> a.m./p.m., or first available date thereafter, in Department C-74. The hearing may be continued to another date without further notice to the Class Members.
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15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 9-13-24


Hon. Blaine K. Bowman
San Diego County Superior Court

PROOF OF SERVICE

Arce v. Sammy's Woodfired Pizza, et al.
37-2023-00037670-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Jamie Torres, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is jamie.torres@wilshirelawfirm.com.

On **October 1, 2024**, I served the foregoing **NOTICE OF ORDER GRANTING ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

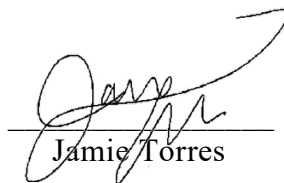
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Facsimile: (619) 696-1410

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 1, 2024** at Irvine, California.



Jamie Torres