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

JOHN FUENTES and JASON SADIK, on
behalf of all similarly situated persons and
aggrieved employees,

Plaintiff,

vs.

SO-CAL DOMINOIDS, INC., a Delaware
corporation; and DOES 1-50,

Defendants.

Case No. 24CU019632C

*[Assigned for all Purposes to the Hon. Loren
Freestone, Dept. C-64]*

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND ENTRY
OF JUDGMENT**

1 The Court has considered PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED
2 MOTION FOR APPROVAL OF PAGA SETTLEMENT AND ENTRY OF JUDGMENT
3 ("Motion"), all documents filed in support thereof, including the PAGA Settlement Agreement
4 ("Settlement Agreement"), and the record in this action ("the Litigation"). The matter having been
5 submitted and good cause appearing,

6 IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

7 1. All defined terms contained herein shall have the same meaning as set forth in the
8 Settlement Agreement and the Motion. The Labor Code Private Attorneys General Act, codified
9 at California Labor Code section 2698 *et seq.* is referred to herein as "PAGA."

10 2. The Action consists of (a) a representative action by Plaintiffs John Fuentes and
11 Jason Sadik ("Plaintiffs") against Defendants So-Cal Dominoids, Inc. and Dominoids, Inc.
12 ("Defendant" or "Dominoids") under PAGA for penalties on behalf of the State of California and
13 4,302 employees of Defendants who, during the PAGA Period (from January 24, 2022 through
14 the Effective Date (the date the Court enters Judgment on its Order Approving the PAGA
15 Settlement Effective Date) ("PAGA Period") are all non-exempt employees who are or were
16 employed by Defendants as "Drivers" in the State of California during the PAGA Period
17 ("Aggrieved Employees").

18 3. The Court has jurisdiction over the subject matter of the Litigation, the Plaintiffs,
19 the Aggrieved Employees, and Defendants. This Judgment shall be binding not only on the named
20 parties to the litigation but also on all Aggrieved Employees and the State of California, who are
21 hereby barred by the doctrine of res judicata from re-litigating the Released Claims. *See Arias v.*
22 *Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action
23 brought by an aggrieved employee under PAGA is binding not only on the named employee
24 Plaintiffs but also on state labor law enforcement agencies and any aggrieved employee not a
25 party to the proceeding).

26 4. In accordance with the Settlement Agreement, which the Court hereby approves
27 based on good cause showing for the reasons set forth in the Motion with no objection received
28 from the LWDA: (a) The Gross Settlement Amount under this Settlement Agreement is seven

1 hundred and fifty-five thousand dollars (\$755,00.00), which includes any and all payments that
2 shall be made pursuant to the Settlement Agreement to the Labor Workforce Development
3 Agency, the Aggrieved Employees, Plaintiffs' Counsels' fees and litigation costs, Service
4 Payment to the named Plaintiffs, and all third-party costs of settlement administration; (b)
5 Phoenix Settlement Administrators is hereby approved to administer this Settlement; and (c) the
6 LWDA and all Aggrieved Employees are hereby permanently enjoined from pursuing, or seeking
7 to reopen, any Released Claims against any Released Parties.

8 5. The Court awards Plaintiffs' request for attorneys' fees in the amount of
9 \$251,641.50 to Nathan & Associates APC, Plaintiff's request for reimbursement of litigation
10 costs in the amount of \$15,000.00, and Plaintiffs' representative award totaling \$15,000.00
11 (\$7,500.00 to each named Plaintiff). The Court finds that the attorneys' fees, litigation costs, and
12 Plaintiffs' representative awards are reasonable under the circumstances of this matter, including
13 the length of the proceeding and effort required. No party shall be deemed a prevailing party, and
14 except as provided in this Paragraph, all parties shall bear their own attorneys' fees and litigation
15 costs.

16 6. The Court awards administration costs in an amount of \$17,000.00 to Phoenix
17 Class Administrators.

18 7. Pursuant to PAGA and Labor Code section 2699(l) in particular, the Court
19 approves the Settlement and finds that it is fair, just, reasonable and adequate. All Parties are
20 directed to perform their duties in accordance with the terms set forth in the Settlement
21 Agreement.

22 8. All of the Released PAGA Claims in the Settlement Agreement are deemed
23 adjudicated and extinguished with prejudice as to the Plaintiffs, all of the other Aggrieved
24 Employees, and the State of California.

25 9. Settlement Administrator shall make the payments to the LWDA, the Aggrieved
26 Employees, the named Plaintiffs, Plaintiffs' counsel Nathan & Associates, APC, and to the
27 Settlement Administrator as provided for in the Settlement Agreement.

28 10. The Court finds that, under California law (which is applicable here), class action

1 procedural rules are not required when litigating representative PAGA actions. (See *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969.) The differences between a traditional class action and a
3 PAGA suit are well summarized in *Sakkab v. Luxottica Retail North America, Inc.*, 803 F.3d 425,
4 435-436 (9th Cir. 2015) *en banc review denied* (2016). Following the California Supreme Court's
5 decision in *Iskanian v. CLS Transportation*, 59 Cal.4th 348 (2014), the Ninth Circuit explained:

6 The class action is a procedural device for resolving the claims of absent parties on a
7 representative basis. See Fed.R.Civ.P. 23; *Ortiz v. Fibreboard Corp.*, 527 U.S. 815,
8 832- 33 (1999); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-17 (1997). By
9 contrast, a PAGA action is a statutory action in which the penalties available are
10 measured by the number of Labor Code violations committed by the employer. An
11 employee bringing a PAGA action does so "as the proxy or agent of the state's labor
12 law enforcement agencies," *Iskanian*, 59 Cal.4th at 380 (quoting *Arias v. Superior*
13 *Court*, 46 Cal.4th 969, 986 (2009)), who are the real parties in interest, *see id.* at 382.
14 As the state's proxy, an employee-plaintiff may obtain civil penalties for violations
15 committed against absent employees, Cal. Lab.Code § 2699(g)(l), just as the state
16 could if it brought an enforcement action directly. However, by obtaining such
17 penalties, the employee-plaintiff does not vindicate absent employees' claims, for the
18 PAGA does not give absent employees any substantive right to bring their "own"
19 PAGA claims. *See Amalgamated Transit Union. Local 1756, AFL-CIO v. Superior*
20 *Court*, 46 Cal.4th 993. 1003 (2009); *see also Iskanian*, 59 Cal.4th at 381 (explaining
21 that "[t]he civil penalties recovered on behalf of the state under the PAGA are distinct
22 from the statutory damages to which employees may be entitled in their individual
23 capacities").

17 *Sakkab, supra* at 435-436.

18 11. The Court finds that the notice requirements and other procedures applicable to class
19 action settlements do not apply to the settlement approval process for this PAGA Action.

20 12. The Court further finds that Plaintiffs' counsel has sufficiently demonstrated that
21 notice of the Settlement has been provided to the LWDA as required by PAGA and Labor Code
22 section 2699, subdivision (l)(2), in particular.

23 13. Neither the Settlement Agreement nor any act performed or document executed
24 pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as
25 an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or
26 liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used
27 as an admission of, or evidence of, any fault or omission of the Released Parties, or any of them,
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1 in any civil, criminal or administrative proceeding in any court, administrative agency or other
2 tribunal. Defendants or any of the Released Parties may file the Settlement and/or the Judgment
3 from this Litigation in any other action that may be brought against it or them in order to support
4 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
5 faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion
6 or similar defense or counterclaim.

7 14. The Court reserves exclusive and continuing jurisdiction over the Action, the PAGA
8 Representative, the Aggrieved Employees and Dominoids U.S.A, Inc. for the purposes of
9 supervising the implementation, enforcement, construction, administration and interpretation of
10 the Settlement Agreement and this Judgment.

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12 **IT IS SO ORDERED AND ADJUDGED.**

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14 Dated: _____

15 Hon. Loren Freestone
16 Judge of the Superior Court
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