

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
10/28/2025 6:20:58 PM

Clerk of the Superior Court
By A. Villasenor ,Deputy Clerk

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") representing a total of 117,953 Pay Periods under PAGA for
13 penalties on behalf of the State of California and 4,425 employees of Defendants who, during the
14 PAGA Period (from January 24, 2022 through April 4, 2025 ("PAGA Period")) are all non-exempt
15 employees who are or were employed by Defendants in the State of California during the PAGA
16 Period ("Aggrieved Employees").

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

25 4. In accordance with the Settlement Agreement, which the Court hereby approves
26 based on good cause showing for the reasons set forth in the Motion with no objection received
27 from the LWDA: (a) The Gross Settlement Amount under this Settlement Agreement is seven
28 hundred and fifty-five thousand dollars (\$755,00.00), which includes any and all payments that

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

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

15 6. The Court awards administration costs in an amount of \$17,000.00 to Phoenix
16 Class Administrators. All awards in paragraphs 5 and 6 are to be paid from the Gross Settlement
17 Amount.

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.

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

3 11. The Court further finds that Plaintiffs' counsel has sufficiently demonstrated that
4 notice of the Settlement has been provided to the LWDA as required by PAGA and Labor Code
5 section 2699, subdivision (1)(2), in particular.

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

17 13. The Court reserves exclusive and continuing jurisdiction over the Action, the PAGA
18 Representative, the Aggrieved Employees and Dominoids U.S.A, Inc. for the purposes of
19 supervising the implementation, enforcement, construction, administration and interpretation of
20 the Settlement Agreement and this Judgment.

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

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24 Dated: 10/28/25


25 Hon. Loren Freestone
26 Judge of the Superior Court
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