

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EDMOND CARMONA, ABRAHAM
MENDOZA, ROGER NOGUEIRA,
THOMAS ARRIOLA, BURNETT
BRULEE, GYORGY DIAZ, DANIEL
ETCHEPARE, RAUL QUIROZ,
SANTOS FONSECA-ROMERO, MARC
MORAN, on behalf of themselves and all
others similarly situated, and all other
aggrieved employees,

Plaintiffs,

v.

DOMINO'S PIZZA, LLC, a Michigan
Corporation, and DOES 1-10, inclusive,

Defendants.

CASE NO. 8:20-cv-01905-JVS-
(JDEx)

Hon. James V. Selna

**[PROPOSED] ORDER
GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

HEARING SCHEDULE

Date: December 22, 2025
Time: 1:30 p.m.
Dept.: 10C

1 Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas
2 Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchpare, Raul Quiroz, Santos
3 Fonseca-Romero, and Marc Moran (“Plaintiffs”) brought this Motion for Preliminary
4 Approval of Settlement on December 22, 2025, in Courtroom 10C before the
5 Honorable James V. Selna. Having considered the papers on the motion, the
6 arguments of counsel, and the law, the Court now enters this Preliminary Approval
7 Order and FINDS, CONCLUDES, and ORDERS as follows:¹

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9 1. In their Second Amended Consolidated Complaint (“SACC”), Plaintiffs
10 allege the following claims against Defendant Domino’s Pizza, LLC (“Domino’s”):
11 (1) failure to pay all wages for worked performed, (2) failure to reimburse necessary
12 work expenditures, (3) failure to issue accurate itemized wage statements, (4) failure
13 to pay overtime wages, (5) failure to provide meal periods, (6) failure to authorize
14 and permit rest periods, (7) waiting time penalties, (8) unfair competition under
15 Business & Professions Code § 17200, and (9) violations of the Private Attorneys
16 General Act (“PAGA”). Domino’s disputes and denies all of Plaintiffs’ claims and
17 contends that it has fully complied with all applicable laws at issue in this matter.

18 2. The Court hereby finds and concludes that for purposes of the
19 Settlement only, the following settlement classes satisfy all of the requirements for
20 certification under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, in
21 that: (1) the class is so numerous that joinder of all Settlement Class Members is
22 impracticable; (2) there are questions of law and fact common to the Settlement Class
23 Members; (3) Plaintiffs’ claims are typical of the claims of the Settlement Class
24 Members; (4) Plaintiffs and their counsel will fairly and adequately protect the
25 interests of the Settlement Class Members; (5) questions of law and fact common to
26 Settlement Class Members predominate over any questions affecting only individual

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement,
28 and all capitalized terms used, but not defined herein, shall have the same meanings
as in the Settlement Agreement.

1 Settlement Class Members; and (6) a class action is superior to other available
2 methods for fairly and efficiently adjudicating the controversy. The Court hereby
3 provisionally certifies the following classes:

4 **Class A Driver Reimbursement Class:** All current and former
5 California drivers who performed work for Domino's under its
6 reimbursement policies from June 26, 2016 through the date of this
7 Order;

8 **Class A Driver Piece-Rate Class:** All current and former California
9 drivers who performed work for Domino's under its piece-rate
10 compensation plan from July 18, 2019 through the date of this Order;

11 **Non-Driver Class:** All current and former hourly-paid, non-exempt
12 California employees (excluding the Class A Driver Classes) who
13 performed work for Domino's from August 27, 2020 through the date
14 of this Order.

15 3. The Court confirms that: Plaintiffs Edmond Carmona, Abraham
16 Mendoza, and Roger Noguiera be appointed as Class Representatives for the **Class**
17 **A Driver Reimbursement Class**; Plaintiffs Thomas Arriola, June (Burnett) Brulee,
18 Gyorgy Diaz, Daniel Etchpare, and Raul Quiroz be appointed as Class
19 Representatives for the **Class A Driver Piece-Rate Class**; and that Plaintiff Santos
20 Fonseca-Romero and Marc Moran be appointed as Class Representatives for the
21 **Non-Driver Class**. The Court also approves Aashish Desai and Adrienne De Castro
22 of Desai Law Firm, P.C as "Class Counsel" for purposes of the Settlement.

23 4. The Court has reviewed the terms of the Settlement, including the plan
24 of allocation and the release of claims. The Court has also read and considered the
25 declarations of Aashish Desai and Adrienne De Castro in support of preliminary
26 approval. Based on review of those papers and the Court's familiarity with this case,
27 the Court finds and concludes that the Settlement is the result of arm's-length
28 negotiations between the Parties, conducted after Class Counsel adequately

1 investigated Plaintiffs' claims and became familiar with the strengths and
2 weaknesses of the claims.

3 5. Based on all of these factors, the Court concludes that the proposed
4 Settlement meets the criteria for preliminary settlement approval. The Settlement has
5 no obvious defects and falls within the range of possible approval as fair, adequate,
6 and reasonable, such that notice to the Class is appropriate. Accordingly, the
7 Settlement is hereby preliminarily approved.

8 6. This Court approves, as to form and content, the Notice of Class Action
9 Settlement, attached as Exhibit B to the Stipulation of Class Action Settlement and
10 Release. The Court approves the procedure for Settlement Class Members to opt out
11 of and to object to the Settlement as set forth in the Settlement Agreement and
12 Notices. The Court directs the dissemination of the Notice by first-class mail, in
13 accordance with the implementation schedule set forth below. The Court finds that
14 the notice procedure, including the dates selected for the mailing and distribution of
15 Notices, as set forth in the implementation schedule, meets the requirements of due
16 process and the Federal Rules of Civil Procedure and provides the best notice
17 practicable under the circumstances and shall constitute due and sufficient notice to
18 all persons entitled thereto.

19 7. ILYM Group, Inc. is hereby appointed Settlement Administrator to
20 carry out the duties set forth in this Preliminary Approval Order and the Settlement.
21 The Court authorizes the Settlement Administrator to mail the Notice Packets to the
22 Settlement Class Members.

23 8. A hearing to determine whether the Settlement is fair, reasonable and
24 adequate to the Settlement Class Members and whether the Settlement should be
25 finally approved ("Final Approval Hearing") shall be held on April 6, 2026 at 1:30
26 p.m., in Courtroom 10C of the United States District Court for the Central District of
27 California, located at 411 W. 4th Street, Santa Ana, California, 92701. The Court
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reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Settlement Class Members, and retains jurisdiction to consider all further applications or motions arising out of or connected with the Settlement.

9. The Parties are ordered to carry out the Settlement according to the terms of the Stipulation of Class Action Settlement and Release.

10. The Court sets the following deadlines:

<u>Event</u>	<u>Date</u>
Defendant to provide Class List to Administrator	Within 20 calendar days of the entry of this Order.
Deadline for Settlement Administrator to mail Notice Packets to Settlement Class Members	Within 21 calendar days after receiving Class List from Defendant.
Deadline for Settlement Class Members to submit exclusions and objections, except as extended for remailings (45 days after notice) ("Response Deadline")	Must be postmarked no later than 45 calendar days after Notice Packets are mailed by the Settlement Administrator to Settlement Class Members
Deadline to file Motion for Final Approval of Settlement and Attorneys' Fees & Costs	10 days after Response Deadline

IT IS SO ORDERED.

DATED: _____

United States District Judge James V. Selna