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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

TONYA DWYER, an individual on behalf
of herself and all others similarly situated,

Plaintiffs,

v.

PIN SETTERS, INC., a California
corporation doing business as COUNTRY
CLUB LANES; and DOES 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CV002452

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

Hearing Information:

Date: October 17, 2025

Time: 9:00 a.m.

Honorable Jill Talley
Department 23

Action filed: February 8, 2024

FAC filed: April 12, 2024

Trial date: None Set

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1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”), attached to
4 the Amended Declaration of Enoch J. Kim in Support of Plaintiff’s Motion for Preliminary
5 Approval of Class and PAGA Action Settlement Agreement and filed with this Court on May 12,
6 2025. On October 17, 2025, this Court conducted a Final Settlement Fairness Hearing under
7 Rule 3.769 of the California Rules of Court and this Court’s October ___, 2025, Order After
8 Hearing on Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement
9 (the “Preliminary Approval Order”). Due and adequate notice having been given to the Class as
10 required in said Preliminary Approval Order, the Court having considered all papers filed and
11 proceedings had herein and otherwise being fully informed in the matter, and good cause
12 appearing therefor, hereby orders:

13 1. For the reasons set forth in the Preliminary Approval Order, which is adopted and
14 incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 2. This Order and Judgment Granting Final Approval of the Class Action and PAGA
20 Settlement Agreement hereby adopts and incorporates by reference the terms and conditions of
21 the Parties’ Settlement Agreement, together with the definitions of terms used and contained
22 therein.

23 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
24 and over all Parties to the Class Action, including all members of the Class.

25 4. The Class Notice given to the Class Members fully and accurately informed the
26 Class Members of all material elements of the proposed Settlement and of their opportunity to
27 object to or comment thereon was the best notice practicable under the circumstances; was valid,
28 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of

1 California, the United States Constitution, due process, and other applicable law. The Class
2 Notice fairly and adequately described the Settlement and provided Class Members adequate
3 instructions and a variety of means to obtain additional information; provided Class Members
4 with a full opportunity and the means to seek exclusion; and described to Class Members the
5 consequences of remaining in the Action as opposed to seeking exclusion. A full opportunity has
6 been afforded to the Class Members to participate in the Final Approval Hearing, and all Class
7 Members and other persons wishing to be heard have been heard. Accordingly, the Court
8 determines that all Class Members are bound by this Order and Judgment. There are zero
9 objections and zero requests for exclusion from the class portion of the Settlement.

10 5. The Court has considered all relevant factors for determining the fairness of the
11 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
12 particular, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
14 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
15 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
16 considered all evidence presented, including evidence regarding the strength of the Plaintiff
17 Tonya Dwyer's case; the risk, expense, and complexity of the claims presented; the likely
18 duration of further litigation and appeal; the amount offered in Settlement; the extent of
19 investigation and discovery completed; and the experience and views of Class Counsel.
20 Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement
21 and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the
22 best interests of the entire Settlement Class and hereby directs implementation of all remaining
23 terms, conditions, and provisions of the Settlement Agreement.

24 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of
25 \$125,000 as compensation for all attorney time spent on this matter from inception through and
26 including the final Settlement Fairness Hearing and all other work related to this case and all
27 costs. The Court hereby approves reimbursement of costs of \$18,490.51 to Class Counsel.
28 Payment of costs to the Settlement Administrator in the amount of \$8,750 is hereby approved as

1 fair and reasonable. No other costs or fees relief shall be awarded, either against Defendant or
2 any other of the Released Parties, as defined in the Settlement Agreement.

3 7. The Court hereby approves Class Representative Service Payment in the amount
4 of \$7,500 to Plaintiff Tonya Dwyer in consideration and exchange for her contributions to the
5 Class, risks incurred, execution of a general release, and all other factors presented to the Court.
6 The Court finds this request fair and reasonable.

7 8. The Court hereby approves a PAGA penalty of \$20,000 with \$15,000 payable to
8 the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable.

9 9. Upon entry of Judgment by the Court in accordance with the Settlement
10 Agreement, and full funding of the Gross Settlement Amount, Plaintiff Tonya Dwyer, the Class
11 Members, and the Aggrieved Employees shall fully and finally release and discharge the
12 Releasees from the class and PAGA claims released in the Settlement.

13 10. The Court further confirms and finds that nothing contained in the Settlement
14 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
15 other Order entered in this action shall in any way or manner constitute an admission or
16 determination of liability by or against with respect to any of the claims and causes of action
17 asserted by the Settlement Class or any member thereof, and shall not be offered in evidence in
18 any action or proceeding against Defendant, or any other Released Parties in any court,
19 administrative agency, or other tribunal for any purpose whatsoever, other than to the extent
20 necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph
21 shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of
22 Defendant under the Settlement Agreement and this Final Order and Judgment.

23 11. By operation of the entry of this Order and Judgment, as of the Effective Date, the
24 parties and Settlement Class Members are ordered to perform their respective duties and
25 obligations under the Settlement Agreement.

26 12. If the Settlement does not become final and effective in accord with the terms of
27 the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void
28 and shall be vacated and, in such event, all orders entered, including but not limited to all

1 releases delivered in connection herewith, shall be null and void.

2 13. The date for the Final Report (Nonappearance) Hearing is _____,
3 2026. The deadline for the filing of a report concerning the amount of money distributed is
4 _____, 2026.

5 **JUDGMENT**

6 In accordance with, and for the reasons stated in the Final Approval Order, judgment
7 shall be entered whereby Plaintiff Tonya Dwyer and all Settlement Class Members shall take
8 nothing from Defendant, except as expressly set forth in the Settlement Agreement.

9 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
10 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
11 action, the Plaintiff Tonya Dwyer, Class Members, and Defendant, for the purposes of:

- 12 (a) supervising the implementation, enforcement, construction, and interpretation of
13 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
14 the Final Approval Order, and the Judgment; and
15 (b) supervising distribution of amounts paid under this Settlement.

16 **IT IS SO ORDERED.**

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18 **Dated:** _____, 2025

19 **Honorable Jill Talley**

20 **Judge of the Superior Court**
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