

WILSHIRE LAW FIRM, PLC
Tyler Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor Gomez (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

TIMOTHY DWAYNE CANADY, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

SHEFFIELD PLATTERS, INC. a corporation;
and DOES 1 through 10, inclusive,

Defendant.

Case No.: 37-2024-00014952-CU-OE-CTL
Assigned to: Hon. Michael D. Washington,
Dept. C-73

Complaint filed: March 29, 2024
FAC filed: September 18, 2024
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: June 12, 2026
Time: 9:00 a.m.
Dept.: C-73

1 On or around March 4, 2026, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Timothy Dwayne Canady (a "Plaintiff"
3 or "Class Representative") now seek an order granting final approval of the Joint Stipulation of
4 Class and PAGA Representative Action Settlement and Release of Claims (the "Settlement" or
5 "Settlement Agreement") for the amount of \$485,000.00 (the "Maximum Settlement Amount")
6 between Plaintiff and Defendant Sheffield Platters, Inc. ("Defendant" and together with Plaintiff,
7 the "Parties"). A true and correct copy of the Settlement Agreement is attached as **Exhibit 1** to the
8 Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion for Final Approval of Class
9 Action Settlement (the "Class Counsel Declaration") submitted concurrently with Plaintiff's Motion
10 for Final Approval of Class Action Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the "Action" or "Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendant, and Apex Class Action Administration (the "Settlement Administrator").

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'
26 fees of \$161,666.67 of the Maximum Settlement Amount (the "Class Counsel Fees Payment") and
27 costs of \$16,329.81 (the "Class Counsel Litigation Expenses Payment") and the \$10,000.00 service
28 award to Plaintiff (the "Class Representative Payment") as set forth below.

1 5. Solely for purposes of effectuating the Settlement, the Court finally certified the
2 following Class – all persons who, during the Class Period, have previously been or currently are
3 employed in California by Defendant, as hourly-paid, non-exempt employees. “Class Member”
4 shall mean an individual who is a member of the Class (or if any such person is incompetent,
5 deceased, or unavailable due to military service, the person’s legal representative or successor in
6 interest evidenced by reasonable verification), including both Participating Class Members and
7 Non- Participating Class Members (each “Class Member(s)” and collectively the “Class”) who do
8 not timely and validly exclude themselves from the Class in compliance with the exclusion
9 procedures set forth in this Settlement (a “Participating Class Member”).

10 6. Class Period means the period from March 29, 2020, through April 26, 2025.

11 7. As of the date on which Defendant fully funds the Maximum Settlement Amount
12 and the employer’s share of taxes for the portion of the Maximum Settlement Amount allocated to
13 wages, each Participating Class Member, and without the need to manually sign a release
14 document, shall release the Released Parties from all causes of action and claims that were alleged
15 in the Action or reasonably could have been alleged based on the facts and legal theories contained
16 in the Action, including all of the following claims for relief: (1) failure to pay minimum and
17 straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4)
18 failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination and
19 during employment; (6) failure to provide accurate, itemized wage statements; (7) failure to
20 indemnify employees for business expenditures; and (8) Violation of California Business &
21 Professions Code section 17200, et seq. (collectively, the “Released Claims”). This Settlement
22 serves as res judicata for any claims brought under the FLSA for the Class Period for claims that
23 were or could have been alleged based on the claims in the Action. (Rangel v. PLS Check Cashers
24 of California (2018) 899 F. 3d 1106.) The definition of “Released Claims” for the Settlement Class
25 Members shall expressly exclude all claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers’ compensation, claims while
27 classified as exempt, and claims outside the Class Period.

1 8. As of the date on which Defendant fully funds the Maximum Settlement Amount
2 and the employer's share of taxes for the portion of the Maximum Settlement Amount allocated to
3 wages, and without the need to manually sign a release document, each PAGA Group Member
4 shall release the Released Parties for claims for civil penalties pursuant to PAGA based upon all
5 causes of action and claims that were alleged in the Action or reasonably could have been alleged
6 based on the facts contained in the Action, and/or the LWDA Exhaustion Letter, including all of
7 the following claims for PAGA civil penalties based on the following: (i) failure to pay minimum
8 and straight time wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods;
9 (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during
10 employment and upon termination; (vi) failure to provide accurate itemized wage statements;
11 and/or (vii) failure to indemnify employees for expenditures (collectively, the "PAGA Released
12 Claims"). PAGA Released Claims for PAGA Group Members who worked for Defendant in
13 California during the PAGA Period shall have their claims released during the PAGA Period.

14 9. PAGA Period means the period from April 19, 2023, through April 26, 2025.

15 10. The Parties shall bear their own respective attorneys' fees and costs, except as
16 otherwise provided for in the Settlement and approved by the Court.

17 11. No Class Member has objected to the terms of the Settlement.

18 12. No Class Member has requested exclusion from the Settlement.

19 13. The notice that the Settlement Administrator provided to the Class (the "Class
20 Notice") conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and
21 constitutes the best notice practicable under the circumstances, by providing individual notice to all
22 Class Members who could be identified through reasonable effort, and by providing due and
23 adequate notice of the proceedings and of the matters set forth therein to the Class Members. The
24 Class Notice fully satisfies the requirements of due process.

25 14. The Court finds the Maximum Settlement Amount, the Net Settlement Amount (as
26 defined in the Settlement Agreement), and the methodology used to calculate and pay each
27 Settlement Share (as defined in the Settlement Agreement) are fair, just, reasonable and adequate.
28

1 The Court authorizes the Settlement Administrator to pay the Settlement Shares to the Participating
2 Class Members in accordance with the terms of the Settlement.

3 15. Defendant shall pay the Maximum Settlement Amount to resolve this Action and to
4 separately pay any and all employer payroll taxes owed on the wage portions of the Settlement
5 Shares. Pursuant to the Settlement Agreement, The Settlement Administrator shall establish a
6 Settlement Account within fifteen (15) days of the Effective Date and notify the Parties when the
7 Settlement Account has been established. The Settlement Administrator shall also provide Defendant
8 with an itemized statement for the total amount to be deposited into the Settlement Account, which
9 shall equal the Maximum Settlement Amount and the employer's taxes on Settlement amounts
10 attributed to wages ("Settlement Account Deposit"). Within ten (10) days after receiving notification
11 of the Settlement Account and statement for the Settlement Account Deposit, Defendant shall pay
12 into the Settlement Account an amount equal to the Settlement Account Deposit. Defendant shall
13 have no obligation to pay any additional funds into the Settlement Account.

14 16. From the Maximum Settlement Amount, the Class Representative Payment shall be
15 paid to Plaintiff Timothy Dwayne Canady for his service as Class Representative and for their
16 agreement to release their individual claims.

17 17. From the Maximum Settlement Amount, \$6,890.00 shall be paid to the Settlement
18 Administrator.

19 18. From the Maximum Settlement Amount, PAGA Payment in the amount of
20 \$24,250.00 (the "PAGA Payment") with 75% (\$18,187.50) allocated to the LWDA (the "LWDA
21 Payment") and 25% (\$6,062.50) allocated to the PAGA Group Members (as defined in the
22 Settlement Agreement) (the "PAGA Payment Share").

23 19. The Court hereby confirms Tyler J. Woods, Alan A. Wilcox, and Conor J.D. Gomez
24 of Wilshire Law Firm, PLC as "Class Counsel".

25 20. From the Maximum Settlement Amount, Class Counsel is awarded the Class Counsel
26 Fees Payment of \$161,666.67 and the Class Counsel Litigation Expenses Payment of \$16,329.81
27 for their reasonable costs incurred in the Action. These payments shall be distributed to Class
28 Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the

benefit provided to the Class.

21. The Court orders the following implementation schedule:

Effective Date	15 days from the date this order is issued, if no objections are raised.
Deadline to fund the Maximum Settlement Amount and Defendant's portion of the taxes due on the wage portion of that amount	25 days after the Effective Date
Administrator to Distribute Checks	Within 14 days of Defendant funding
Check Void Date	180 calendar days

22. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's counsel, and the Administrator.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. Michael D. Washington
San Diego County Superior Court