

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs Amorina Huerta,
William Rhoades, Raheem Cooper, and
Brandon Ruiz

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

AMORINA HUERTA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WIDO PIZZA, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2422482

*[Assigned for All Purposes to the Hon.
Michael A. Sachs, Dept. S28]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: January 5, 2026

Time: 8:30 a.m.

Dept: S28

Action Filed: July 12, 2024

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement. Having
2 reviewed the Motion for Preliminary Approval of Class Action and PAGA Settlement came
3 before this Court on January 5, 2026, at 8:30 a.m., in the Superior Court of California, County
4 of San Bernardino, Justice Center, located at 247 W. 3rd St., San Bernardino, CA 92415. The
5 Court, having considered the Class Action and PAGA Settlement Agreement and Class Notice
6 entered into by and between Plaintiffs Amorina Huerta (“Plaintiff Huerta”), Willaim Rhoades
7 (“Plaintiff Rhoades”), Raheem Cooper (“Plaintiff Cooper”), Brandon Ruiz (“Plaintiff Ruiz”),
8 and Francisca Rincon (“Plaintiff Rincon”) (collectively “Plaintiffs”) and Defendant Wido Pizza,
9 Inc. (“Defendant,” together with Plaintiffs, the “Parties”), attached as **Exhibit 2** to the
10 Declaration of Arrash T. Fattahi in Support of Plaintiffs Motion for Preliminary Approval of
11 Class Action and PAGA Settlement (hereinafter collectively, the “Settlement” or “Settlement
12 Agreement”); having considered the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement; having considered the points and authorities and declarations submitted by
14 the Parties in support thereof; and good cause appearing, HEREBY ORDERS THE
15 FOLLOWING:

16 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
17 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
18 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
19 the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration
20 of Arrash T. Fattahi in Support of Plaintiffs Motion for Preliminary Approval of Class Action
21 and PAGA Settlement as **Exhibit 2**.

22 2. The Settlement falls within the range of reasonableness of a settlement which
23 could ultimately be given final approval by this Court, and appears to be presumptively valid,
24 subject only to any objections that may be raised at the Final Approval Hearing and final
25 approval by this Court. Defendant has agreed to pay \$1,312,064.00 to cover (a) Individual Class
26 Payments to Participating Class Members (class members who do not validly opt out); (b)
27 Private Attorneys General Act (“PAGA”) Penalties in the amount of \$30,000.00 with 65%
28 (\$19,500.00) allocated to the California Labor & Workforce Development Agency (“LWDA”)

1 PAGA Payment and 35% (\$10,500.00) allocated to the Individual PAGA Payments to be paid
2 to Aggrieved Employees; (c) Class Representative's Service Payment of up to \$10,000.00 to
3 each Plaintiff (totaling \$50,000); (d) Class Counsel Fees Payment not to exceed 35% of the
4 Gross Settlement Amount (\$459,222.40) and Class Counsel Litigation Expenses Payment up to
5 \$35,000.00 for actual litigation expenses incurred by Class Counsel; and (e) Administrator
6 Expenses Payment not to exceed \$17,500.00.

7 3. The Court preliminarily finds that the terms of the Settlement appear to be within
8 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
9 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
10 and reasonable to the class members when balanced against the probable outcome of further
11 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
12 significant informal discovery, investigation, research, and litigation have been conducted such
13 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
14 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
15 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
16 the result of intensive, serious, and non-collusive negotiations between the Parties with the
17 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
18 that the Settlement Agreement was entered into in good faith.

19 4. A final fairness hearing on the question of whether the proposed Settlement,
20 attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees
21 for their share of the settlement of claims for penalties under the PAGA, and the Class
22 Representative's Service Payment should be finally approved as fair, reasonable and adequate
23 as to the members of the Class is hereby set in accordance with the Implementation Schedule
24 set forth below.

25 5. The Court provisionally certifies for settlement purposes only the following class
26 (the "Settlement Class"): "all persons employed by Defendant in California and classified as a
27 nonexempt employee who worked for Defendant during the Class Period."

28 6. "Class Period" means the period from November 21, 2019, to July 13, 2025, or

1 the date of preliminary approval, whichever is earlier.

2 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
3 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
4 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
5 of law and fact that are common, or of general interest, to all Settlement Class Members, which
6 predominate over individual issues; (3) Plaintiffs claims are typical of the claims of the
7 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
8 the interests of the Settlement Class Members; and (5) a class action is superior to other
9 available methods for the fair and efficient adjudication of the controversy.

10 8. The Court appoints as Class Representative, for settlement purposes only,
11 Plaintiffs Huerta, Plaintiff Rhoades, Plaintiff Cooper, Plaintiff Ruiz, and Plaintiff Rincon. The
12 Court further preliminarily approves Plaintiffs' ability to request Class Representative's Service
13 Payment up to \$10,000.00 each.

14 9. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T.
15 Fattahi, Emily Borman, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC and
16 Sam Kim and Yoonis Han of Verum Law Group, APC as Class Counsel. The Court further
17 preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the
18 Gross Settlement Amount (\$459,222.40), and costs not to exceed \$35,000.00.

19 10. The Court appoints Phoenix Settlement Administrators as the Settlement
20 Administrator with reasonable administration costs estimated not to exceed \$17,500.00.

21 11. The Court approves, as to form and content the Class Notice, attached to the
22 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
23 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
24 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
25 thereto.

26 12. The Parties are ordered to carry out the Settlement according to the terms of the
27 Settlement Agreement.

28 13. Any class member who does not timely and validly request exclusion from the

Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Notice: Last day for Administrator to mail the Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	45 days after Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Notice was remailed)
Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	_____, 2025, at _____ a.m./p.m. in Dept. S28

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. MICHAEL A. SACHS
JUDGE OF THE SUPERIOR COURT