

FILED
Clerk of the Superior Court

SEP 20 2024

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

22 NATALY GOMEZ, as an individual and on
23 behalf of all others similarly situated; ISABEL
24 DOMINGUEZ, as an individual and on behalf
25 of all others similarly situated,

26 Plaintiffs

27 v.

28 PIE VENTURE, LLC; AKASH
MANAGEMENT LLC; and DOES 1through
50, inclusive,

Defendants


JONNATHAN A. ROBINSON, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

AKASH MANAGEMENT, LLC dba
PIEOLOGY PIZZERIA, a California Limited
Liability Company; and DOES 1-50,

Case No. 37-2022-00002648-CU-OE-CTL
Assigned to the Hon. Gregory W. Pollack,
Dept. C-71


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

Date: September 20, 2024
Time: 9:30 AM
Dept.: C-71

Case No. 23STCV09374; filed in Los Angeles
County on April 26, 2023

1 inclusive,

2 Defendants

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4 JONNATHAN A. ROBINSON, on behalf of
the general public as private attorney general,

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6 Plaintiff,

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8 v.

9 AKASH MANAGEMENT, LLC dba
PIEOLOGY PIZZERIA, a California Limited
Liability Company; and DOES 1-50,
inclusive,

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11 Defendants.

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Case No. 23STCV15487; filed in Los Angeles
County on July 3, 2023

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17 individually and on behalf of all others similarly situated.

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1 **ORDER**

2 This matter came on for hearing on September 20, 2024 at 9:30 AM in Department C-71 of
3 the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Settlement Agreement and Stipulation To Resolve Class
5 Action and PAGA Claims (hereinafter "Settlement Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's
9 duty to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to
11 Class Members in accordance with due process requirements, and to set a Final Approval Hearing
12 to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and
13 reasonableness of any proposed settlement, and having heard the argument of Counsel for the
14 respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
15 **AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE**
25 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
26 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
27 **ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT**
28 **PURPOSES ONLY, AND THAT FERRARO VEGA EMPLOYMENT LAWYERS, INC. and**

1 JAMES HAWKINS, APLC BE CONDITIONALLY AND PRELIMINARILY APPOINTED
2 CLASS COUNSEL. MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the actions entitled (1) *Nataly Gomez, et al. v. Pie Venture, LLC, San Diego County Superior Court*
5 *Case No. 37-2022-00002648-CU-OE-CTL.*, (2) *Jonnathan A. Robinson v. Akash Management, LLC*
6 *dba Pieology Pizzeria*, Los Angeles County Superior Court Case No. 23STCV09374, and (3)
7 *Jonnathan A. Robinson v. Akash Management, LLC dba Pieology Pizzeria*, Los Angeles County
8 Superior Court Case No. 23STCV15487 (the "Lawsuits") and all terms used herein shall have the
9 same meanings as set forth in the Settlement Agreement.

10 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
11 the basis that the Settlement between Plaintiffs and Defendants appear to be within the range of
12 reasonableness of a settlement which could ultimately be given final approval by this Court. The
13 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
14 to Section 382 of the California Code of Civil Procedure.

15 The Court notes that Defendants has agreed to a non-reversionary GSA of \$750,000.00. The
16 GSA includes without limitation any and all payments Defendants may be responsible for under the
17 Settlement, including any Attorney's Fees and Costs, Enhancement Award, the Class Member
18 Payments, the PAGA Payments (which includes payment to the LWDA), Claims Administration
19 Costs, and all payroll taxes (excluding employer-side payroll taxes) due and owing as a result of the
20 Settlement.

21 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
22 of settlement and conditionally certifies the Class for settlement purposes, with Plaintiffs acting as
23 the Class Representatives.

24 The Court hereby appoints, for settlement purposes, Plaintiffs JONNATHAN A.
25 ROBINSON, NATALY GOMEZ and ISABEL DOMINGUEZ as the Class Representatives and
26 finds Plaintiffs are adequate representatives for the Class for settlement purposes. The Court further
27 finds that and Ferraro Vega Employment Lawyers, Inc. and James Hawkins APLC have
28 preliminarily established adequacy to be appointed as Class Counsel and appoints them as Class

1 Counsel.

2 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

3 The Court finds that the proposed manner of class notice is adequate.

4 The Court approves APEX Class Administration, to serve as the Settlement Administrator.

5 The Court further hereby approves, as to form and content, the proposed Notice of Class
6 Action Settlement and Orders the notice to be mailed to the Class.

7 The Court finds that the Notice of Class Action Settlement constitutes the best notice
8 practicable under the circumstances, is in full compliance with the laws of the State of California
9 and, to the extent applicable, the United States Constitution and the requirements of due process.
10 The Court further finds that the Class Notice fully and accurately informs Class Members of all
11 material elements of the proposed Settlement, of each Class Member's right to be excluded from the
12 Class, and each Class Member's right and opportunity to object to the proposed Settlement. The
13 Notice of Class Action Settlement adequately advises the Class about: the Class Action; the terms
14 of the proposed Settlement and the benefits available to each Class Member; each Class Member's
15 right to participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the
16 timing and procedures for doing so; the temporary and conditional certification of the Class for
17 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
18 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
19 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
20 Class to file documentation in support of or in opposition to and appear in connection with said
21 hearing.

22 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
23 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
24 last known address of the Class, as specifically described within the Settlement Agreement,
25 constitutes an effective method of notifying Class Members of their rights with respect to the
26 proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

27 Within 21 calendar days after entry of the Preliminary Approval Order, Defendants will
28 provide to the Settlement Administrator a list of Class Members that identifies each Class Member

1 by name, Social Security Number, and last-known address; and specifies the number of weeks
2 worked by each Class Member in a non-exempt position during the Class Period and the PAGA
3 Period (the “**Class List**”). Defendants will provide the Class List in an Excel file or other format
4 reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep
5 the list confidential, except it shall be provided to Class Counsel upon request with Social Security
6 Numbers and address information redacted, and Class Counsel agrees to use such information
7 only for the purposes described in this Agreement.

8 IT IS FURTHER ORDERED Upon receipt of the Class List, the Settlement Administrator
9 shall perform a search based upon the National Change of Address Database to update and correct
10 any known or identifiable address changes. The Settlement Administrator shall exercise its best
11 judgment to determine the current mailing address for each Class Member. Within 14 calendar days
12 after receipt of the Class List from Defendants, the Settlement Administrator will send the Class
13 Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be
14 presumed as to each and every Class Member whose Class Notice is not returned to the Settlement
15 Administrator as undeliverable within 14 calendar days after mailing.

16 IT IS FURTHER ORDERED The Settlement Administrator will re-mail any notice packet
17 returned by the United States Postal Service with a forwarding address on or before the expiration
18 of the Notice Period. It shall be conclusively presumed that those Class Members whose re-
19 mailed Class Notice is not returned to the Settlement Administrator as undeliverable within 14
20 calendar days after re-mailing, received the Class Notice. Class Members who receive a re-mailed
21 Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or dispute the
22 workweeks attributed to him or her.

23 IT IS FURTHER ORDERED The Class Notice will include a procedure by which a Class
24 Member may dispute the number of workweeks allocated to the Class Member by submitting a
25 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
26 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
27 contain the following: (i) the Class Member’s full name and current address; (ii) the Action name
28 and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and

1 (iv) documentary evidence sufficient to prove that Defendants' calculation of the workweeks for the
2 Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement
3 Administrator shall promptly serve Defendants' counsel with a copy of the Workweek Dispute and
4 any accompanying papers. Defendants' counsel will inform Class Counsel of any such dispute. No
5 Workweek Dispute shall be effective or considered for any purpose unless it is timely mailed by
6 U.S. mail to and received by the Settlement Administrator as provided above. Defendants shall
7 have the right to respond to the Workweek Dispute by any Class Member. The Settlement
8 Administrator will also attempt to resolve the Workweek Dispute. To the extent the Workweek
9 Dispute cannot be resolved amongst the Parties, the Court will make a final and binding
10 determination of any unresolved dispute.

11 IT IS FURTHER ORDERED Unless a Class Member opts out of the settlement described
12 in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
13 including the release of the Released Claims that arose during the Class Period. A Class Member
14 will not be entitled to opt out of the settlement established by this Agreement unless the Class
15 Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must:
16 (i) contain the Class Member's full name and current address; (ii) the Action name and/or case
17 number; (iii) a statement clearly expressing the Class Member's desire to be excluded from (or opt
18 out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
19 the Notice Period. Alternatively, a Class Member may fill out the Opt-Out Request Form attached
20 to the Class Notice and return it so that it is postmarked on or before the expiration of the Notice
21 Period. Any Class Members who worked during the PAGA Period and who opt out of the
22 Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

23 IT IS FURTHER ORDERED Any Class Member may object to the Settlement. Any written
24 objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to
25 Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel will
26 ensure that any written objections get filed with the Court concurrently with the final approval
27 documents by having it attached to the Settlement Administrator's Declaration. Class Members
28 who have not objected in writing may still appear and be heard at the Settlement Hearing. Written

1 objections to the Settlement must contain at least the following: (i) the objecting Class Member's
2 full name and current address; (ii) a clear reference to the Action by name and/or case number; and
3 (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects
4 to the Settlement. Alternatively, a Class Member may fill out the Notice of Objection to Class and
5 PAGA Action Settlement Form attached to the Class Notice. In addition, though not required, the
6 Parties ask that any objecting Class Member also include a statement of whether the objector intends
7 to appear at the final approval hearing, either in person or through counsel and, if through counsel,
8 a statement identifying that counsel by name, bar number, address, and telephone number. In
9 addition, Class Members may appear at the final approval hearing to state their objection even if
10 they do not submit a written objection during the Notice Period.

11 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
12 2/21/25 at 9:30 a.m. before the Honorable Gregory W. Pollack in Department C-71.
13 At the Final Approval hearing, the Court will determine whether the Settlement should be finally
14 approved as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order
15 and any other applicable legal prerequisites to Judgment are satisfied. The Court will also determine
16 the amount properly payable for (i) Attorneys' Fees and Costs, (ii) Enhancement Award, (iii) the
17 Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments.

18 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
19 Final Approval and application for attorneys' fees and costs and class representative Enhancement
20 Award shall be filed with this Court No later than thirty (30) calendar days before the Final
21 Approval Hearing.

22 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
23 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
24 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
25 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
26 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
27 Agreement.

28 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in

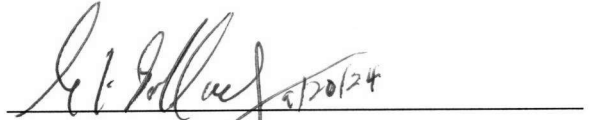
1 this matter except those contemplated herein and in the Settlement Agreement are stayed.

2 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
3 Hearing from time to time without further notice to the Class.

4 **IT IS SO ORDERED.**

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6 Dated: _____, 2024



Honorable Gregory W. Pollack

JUDGE OF THE SUPERIOR COURT

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