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ENDORSED

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LAW AND MOTION DEPT 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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

17 EMIL PETERSON, as an individual and on
18 behalf of all others similarly situated; and
19 WILLIE SUMPTER, JR., as an individual
and on behalf of all others similarly
20 situated,

Plaintiff,

v.

23 BP FUND A LLC, an unknown corporate
24 entity; BLAZE PIZZA OPERATIONS,
25 LLC, a limited liability company; and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 34-2020-00288162

CEC
~~PROPOSED~~ ORDER AND JUDGMENT
OF FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: November 1, 2022
Time: 9:00 A.M.
Dept.: 54

BY FAX



1 This matter having come before this Court for hearing on November 1, 2022, at 9:00
2 a.m. on Plaintiff Willie Sumpter, Jr.'s ("Named Plaintiff") unopposed Motion for Final
3 Approval of Class Action Settlement, as set forth in the Parties' Class Action Settlement
4 Agreement ("Settlement Agreement"), pursuant to the Order Granting Motion for Preliminary
5 Approval of Class Action Settlement ("Preliminary Approval Order"), adequate notice having
6 been given as required in said Order, and the Court having considered all papers filed and
7 proceedings had herein, and good cause appearing therefore, it is ORDERED, ADJUDGED
8 AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$225,000.00 and the terms
12 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The
13 Settlement Agreement is hereby incorporated into this Order as though fully set forth herein.
14 Except as otherwise specified herein and for purposes of this Order, the terms used in this
15 Order have the meaning assigned to them in the Settlement Agreement and Notice of
16 Settlement of Class Action Lawsuit ("Class Notice").

17 The Court hereby certifies the following Class for settlement purposes only:

18 "All individuals who are or were non-exempt employees of Defendant and were
19 paid wages in California at any time between May 2, 2019 through November
20 20, 2020 ("Class Period")."

21 The Court has determined that the Class Notice provided to the Class pursuant to the
22 Preliminary Approval Order fully and accurately informed all Class Members of the material
23 elements of the proposed Settlement, constituted the best notice practicable under the
24 circumstances, and constituted valid, due and sufficient notice to all Class Members.

25 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
26 reasonable and adequate in all respects, determines that the Settlement was made in good faith
27 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
28 accordance with the terms of the Settlement Agreement. The Court further finds that the

1 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
2 thoroughly and adequately investigated the claims and became familiar with the strengths and
3 weaknesses of those claims. In particular, the amount of monies allocated to the Class
4 Members, and the assistance of an experienced mediator in the settlement process, among
5 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
6 adequate. The amounts agreed to be paid by Defendant Blaze Pizza Operations, LLC,
7 formerly known as BP FUND A ("Defendant"), including the Individual Settlement Payments
8 to be paid to Settlement Class Members as provided for by the Settlement Agreement, are fair
9 and reasonable under the facts of this case.

10 The Court hereby grants final approval of attorneys' fees in the amount of \$78,750.00
11 and grants final approval of attorneys' costs in the amount of \$13,253.88 to Class Counsel.

12 The Court hereby grants final approval of an enhancement award in the amount of
13 \$10,000.00 to Named Plaintiff, in addition to his Individual Settlement Payment, for his time
14 and effort serving as the Class Representative.

15 The Court also hereby approves payment of \$6,000.00 to ILYM, the appointed
16 Settlement Administrator, for the services it has rendered and will render in administering the
17 Settlement as described more fully in the Settlement Agreement.

18 The Court hereby finds that the Class Notice and all related documents have been
19 mailed to all Class Members as previously ordered by the Court, and that such Class Notice
20 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
21 which Class Members could object to or participate in the Settlement, and the manner in which
22 Class Members could opt out of the Class; was the best notice practicable under the
23 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
24 with California Rule of Court 3.769, due process and all other applicable laws. The Court
25 finds that there are zero (0) requests for exclusion and zero (0) objections. The Response
26 Deadline was September 9, 2022. The Court further finds that a full and fair opportunity has
27 been afforded to Class Members to participate in the proceedings convened to determine
28 whether the proposed Settlement Agreement should be given final approval. Accordingly, the

1 Court hereby determines that all Class Members who did not file a timely and proper request to
2 be excluded from the Settlement are bound by this Order.

3 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
4 the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the
5 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
6 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
7 involvement of an experienced mediator, and all Settlement Class Members, and confers a
8 significant financial benefit to the Class commensurate with the likely recovery if Named
9 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
10 Settlement Agreement is consistent with public policy, and fully complies with all applicable
11 provisions of law, including the provisions of California Code of Civil Procedure section 382
12 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
13 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement
14 proceeds among the Settlement Class Members and the fact that a settlement represents a
15 compromise of the Parties' respective positions rather than the result of a finding of liability at
16 trial all support the Court's decision granting final approval. The following factors also
17 support the decision granting final approval: the risk, expense, complexity and likely duration
18 of further litigation; the risk of attaining and maintaining class action status throughout the
19 proceedings; and the extent of discovery completed and the stage of the proceedings.

20 The reaction of the Class Members to the proposed Settlement further supports the
21 Court's decision granting final approval. There were no objections nor requests for exclusion.

22 ILYM shall calculate and administer from the Maximum Gross Settlement Amount the
23 following, all of which shall be deducted from the \$225,000.00 Gross Settlement Amount:
24 Individual Settlement Payments to be made to the Settlement Class Members; Attorney's Fees
25 and Expenses Payment to Class Counsel; Enhancement Payment to the Named Plaintiff. ILYM
26 is hereby directed to mail the Individual Settlement Payments and take all other actions in
27 furtherance of the settlement administration as specified in the Settlement Agreement.

28

1 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in
2 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated
3 by reference and made a part of this Order as though fully set forth herein. As more
4 specifically set forth in the Settlement Agreement, by operation of the entry of this Order and
5 Judgment and pursuant to the Settlement, Named Plaintiff waives and releases the Released
6 Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and
7 Judgment.

8 By means of this Final Approval Order, final judgment is entered, as defined in section
9 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
10 operating as a full release and discharge of Released Claims as follows:

11 "Providing there is final approval of this Settlement, then as of the date on
12 which Defendant fully funds the Gross Settlement Amount ("Release
13 Effective Date"), each Settlement Class Member, individually and on
14 behalf of their respective successors, assigns, agents, attorneys, executors,
15 heirs and personal representatives, shall fully and finally release and
16 discharge the Released Parties, and each of them from the Released Class
17 Claims. The Class Released Claims include all claims, rights, demands,
18 liabilities, causes of action, and theories of liability of every nature and
19 description, whether known or unknown, that were or could have been
20 alleged against any of the Released Parties arising out of, in connection
21 with, or based on the facts alleged in the operative First Amended
22 Complaint. This includes, but may not be limited to, claims for failure to
23 provide accurate itemized wage statements, penalties (including but not
24 limited to civil and statutory penalties), damages, interest, costs, or
25 attorneys' fees, and violations of any other local, state, or federal law,
26 whether for penalties, to the extent necessary to effect a full and complete
27 release of the Class Released Claims, including, but not limited to, all
28 claims under any California Labor Code Sections 226 and 2698, et seq.
and any related provisions. This release shall extend to all such claims
accrued during the Class Period".

23 All rights to appeal this Order or the Judgment have been waived except as specifically
24 permitted in the Settlement Agreement.

25 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
26 obligations under the Settlement or under this Order.
27
28

1 Settlement Class Members shall have one-hundred eighty (180) days from the date of
2 issuance of the check to negotiate the check. Funds represented by Individual Settlement
3 Payment checks returned as undeliverable and Individual Settlement Payment checks
4 remaining un-cashed for more than 180 days after issuance will be tendered to the California
5 State Controller's Office as unclaimed property pursuant to the California Unclaimed Property
6 Law to be held in the name of the Settlement Class Member.

7 A ~~non-appearance~~ compliance hearing is set for June 27, 2023 in ^{979.00 am}
8 Department 54 of the above-referenced Court. At least five (5) court days prior to the ^v
9 compliance hearing, the Settlement Administrator will provide a written declaration under oath ^{CEK}
10 to certify the total amount that was paid to all class members and ensure that distribution of the
11 un-cashed funds be tendered to the California State Controller to be held in the unclaimed
12 property fund in the name of the Settlement Class Member.

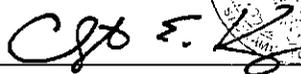
13 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
14 and continuing jurisdiction over the action and the Parties for purposes of supervising the
15 implementation, enforcement, construction, administration and effectuation of the Settlement
16 Agreement.

17 The Parties and ILYM are hereby ordered to implement and comply with the terms of
18 the Settlement Agreement.

19 Notice of entry of this Order and Judgment will be available on the Settlement
20 Administrator's website.

22 **IT IS SO ORDERED AND ADJUDGED.**

24 DATED: NOV - 2 2022




Honorable Christopher E. Krueger
Judge of the Superior Court