

31641742

Benjamin H. Haber (SBN 315664)  
[benjamin.haber@wilshirelawfirm.com](mailto:benjamin.haber@wilshirelawfirm.com)  
Arrash T. Fattahi (SBN 333676)  
[arrash.fattahi@wilshirelawfirm.com](mailto:arrash.fattahi@wilshirelawfirm.com)  
Bradford Smith (SBN 345879)  
[bradford.smith@wilshirelawfirm.com](mailto:bradford.smith@wilshirelawfirm.com)  
**WILSHIRE LAW FIRM, PLC**  
3055 Wilshire Boulevard, 12th Floor  
Los Angeles, California 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

APR 25 2025

DAVID H. YAMASAKI, Clerk of the Court

BY:                      DEPUTY

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

ERIC HAROLD PETERSON, individually, and  
on behalf of all others similarly situated,

*Plaintiff,*

v.

PJ PRINTERS, an unknown entity; and DOES 1  
through 10, inclusive,

*Defendants.*

Case No. 30-2022-01247546-CU-OE-CXC

**CLASS ACTION**

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

**FINAL APPROVAL HEARING**

Date: April 18, 2025  
Time: 9:00 a.m.  
Dept.: CX101

Complaint filed: February 28, 2022  
Trial date: Not set

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

1 On or around November 22, 2024, this Court issued an Order Granting Eric Harold Peterson's  
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Plaintiff now seeks an  
3 order granting final approval of the Class Action Settlement Agreement and Class Notice  
4 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration  
5 of Arrash T. Fattahi in Support of Plaintiff's Motion for Final Approval of Class Action Settlement  
6 as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and  
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class  
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings  
10 had herein, and the absence of any written objections received regarding the Settlement, and having  
11 reviewed the record in this action, and good cause appearing therefor,

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

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the  
16 Settlement Class Members, and Defendant PJ Printers ("Defendant," and together with Plaintiff,  
17 the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and  
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval  
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement  
21 Agreement, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Final  
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in  
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and  
25 enhancement as set forth below.

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final  
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant  
28 from all Released Claims as defined in the Settlement.

NDL 6. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties ~~from all claims, rights, demands, liabilities, penalties, wages, and causes of action that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.~~ <sup>per the terms of the Settlement Agreement.</sup>

NDL 7. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims against all Released Parties.

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

9. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – all of Defendant's current and former non-exempt employees in the state of California during the Class Period.

10. No Class Member has objected to the terms of the Settlement.

11. No Class Member has requested exclusion from the Settlement.

12. The Notice provided to the Class conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Members' Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

14. Defendant shall pay \$350,000 of new money and separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

15. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff Eric Harold Peterson, for his services as a class representative and for his agreement to release claims.

16. From the Gross Settlement Amount, \$8,195.00 shall be paid to the Settlement Administrator, ILYM Group, Inc.

17. The Court hereby confirms Benjamin H. Haber and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel.

18. From the Gross Settlement Amount, Class Counsel is awarded \$108,240.00 for their reasonable attorneys' fees and \$13,813 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19. The unclaimed funds are to be directed to the Controller's Unclaimed Property Fund in the name of the class member.


20. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

21. 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.

IT IS SO ORDERED.

DATE:

4-25-25

  
Hon. William Claster  
Orange County Superior Court

**PROOF OF SERVICE**

*Peterson v. PJ Printers, et al.*  
30-2022-01247546-CU-OE-CXC

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

)  
}  
ss  
)

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On April 24, 2025, I served the foregoing, **REVISED [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Julie R. Trotter (SBN 209675)

[jtrotter@calljensen.com](mailto:jtrotter@calljensen.com)

D. Eric Lystrup (SBN 325906)

[elystrup@calljensen.com](mailto:elystrup@calljensen.com)

Denise Reigel

[dreigel@calljensen.com](mailto:dreigel@calljensen.com)

Naomi Berry

[nberry@calljensen.com](mailto:nberry@calljensen.com)

**CALL & JENSEN**

610 Newport Center Drive, Suite 700

Newport Beach, California 92660

Telephone: (949) 717-3000

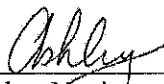
Facsimile: (949) 717-3100

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **April 24, 2025**, at Los Angeles, California.

  
\_\_\_\_\_  
Ashley Narinyans