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[ADDITIONAL COUNSEL CONTINUED ON FOLLOWING PAGE]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

ISMAIL ALAMMARI, individually and on
behalf of all others similarly situated; JEREMY
D'AMBROSIO, individually and on behalf of
all others similarly situated;

Plaintiff(s),

vs.

OCEAN CITIES PIZZA, INC., a California
corporation; HOME COUNTY PIZZA, INC., a
California corporation; HISHMEH
ENTERPRISES, INC., a California corporation;
CENTRAL CITIES PIZZA, INC., a California
corporation; TEAM SO-CAL, INC., a California
corporation, and DOES 1-100, inclusive,

Defendants.

Case Class Action No.: MSC19-02640

**JUDGMENT FOR PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
CERTIFICATION OF A SETTLEMENT
CLASS**

Date: April 3, 2025
Time: 9:00 a.m.
Dept.: 39
Judge: Hon. Edward G. Weil

Action Filed: December 18, 2019
Trial Date: Not Set

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1 In accordance with, and for the reasons stated in the Court’s Order Granting Plaintiffs’ Motion
2 for Final Approval of Class Action Settlement, Judgment shall be entered in the above-captioned case
3 whereby Plaintiffs ISMAIL ALAMMARI, JEREMY D’AMBROSIO, and all Class Members who did
4 not submit a complete and timely Request for Exclusion shall take nothing from Defendants OCEAN
5 CITIES PIZZA, INC., HOME COUNTY PIZZA INC., HISHMEH ENTERPRISES, INC., CENTRAL
6 CITIES PIZZA, INC. and TEAM SO-CAL, INC. except as expressly set forth in the Joint Stipulation
7 of Settlement of Class Action Claims (the “Settlement”), attached as **Exhibit 1A** to the Declaration of
8 Chantal McCoy Payton in Support of Plaintiffs’ Motion for Final Approval of Class Action.

9 1. Solely for purposes of effectuating the Settlement, this Court has certified a “Settlement
10 Class” defined as: “All current and former non-exempt or hourly paid employees of Defendants that
11 have worked for any one of the Defendants in the State of California at any time during the Class
12 Period.”

13 2. All Class Members who did not submit a complete and timely Request for Exclusion
14 shall be deemed to have released their respective Released Claims against the Released Parties upon
15 the Effective Date. “Released Claims” are defined as:

16 a. “Released Claims for Class Members” means all claims that were alleged, or
17 reasonably could have been alleged, based on the Class Period facts stated in the
18 Operative Complaint and in the Action and ascertained in the course of the Action,
19 including, but not limited to claims under California Labor Code §§ 201, 202, 203,
20 204, 210, 218.5, 218.6, 226(a), 226.3, 226.7, 256, 510, 512, 516, 558(a), 1174,
21 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2802, IWC Wage
22 Order No. 5-2001, and California Business and Professions Code section 17200, et
23 seq. Except as set forth in Section 6.3 of this Agreement, Participating Class
24 Members do not release any other claims, including claims for vested benefits,
25 wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers’ compensation, or
27 claims based on facts occurring outside the Class Period.

28 b. “Released Claims for PAGA Settlement Members” means all claims for PAGA

penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and in the Action, the PAGA Notice, and ascertained in the course of the Action including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226(a), 226.3, 226.7, 256, 510, 512, 516, 558(a), 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2810.5, and 2802, and IWC Wage Order No. 5-2001.

c. “Released Claims” shall refer collectively to the “Released Claims for Class Members” and “Released Claims for PAGA Settlement Members.”

3. Zero (0) individuals objected to the Settlement and zero (0) individuals validly opted out of the Settlement, therefore all individuals except one are bound by the terms of this Judgment.

4. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

5. Plaintiffs shall give notice of this Judgment to Class Members, pursuant to Rule 3.771 of the California Rules of Court, by providing notice of such Judgment to the Settlement Administrator who shall thereafter post, on a website accessible to the Class Members, the settlement documents and information including the final judgment.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment shall be entered for the Plaintiffs and Class Members, and against the Defendants as set forth in and in accordance with the Order Granting Final Approval dated April 3, 2025.

A compliance hearing shall be set for December 11, 2025 at 9:00 a.m. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney’s fees are to be withheld by the Settlement Administrator pending satisfactory compliance as found by the Court.



Hon. Edward Weil

5/15/2025

Dated: _____

Hon. Edward G. Weil
Judge of the Superior Court