

04/28/2025

David W. Styrba, Executive Officer / Clerk of Court

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Attorneys for Plaintiff VIJAY SHETH, as an individual,  
and on behalf of all others similarly situated

**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES**

VIJAY SHETH, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

ICON BURGER ACQUISITION LLC, a  
Delaware limited liability company;  
SMASHBURGER ACQUISITION-SO CAL  
LLC, a Delaware limited liability company;  
SMASHBURGER ACQUISITION – SAN  
DIEGO LLC, a Delaware limited liability  
company; SMASHBURGER  
ACQUISITION – SACRAMENTO LLC, a  
Delaware limited liability company; and  
DOES 1-100, inclusive,

and DOES 1-100, inclusive,

Defendants.

CASE NO.: 22STCV09093

Assigned for All Purposes to:  
Hon. Elaine Lu  
Dept SSC-9

**[PROPOSED] ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
REQUEST FOR ATTORNEY'S FEES AND  
COSTS AND JUDGMENT THEREON**

**DATE: April 15, 2025**  
**TIME: 10:00 a.m.**  
**DEPT.: SSC-9**

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of  
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument  
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")  
7 attached as Exhibit 1 to the Declaration of Chad Saunders in support of Plaintiff's Motion for  
8 Preliminary Approval of Class Action Settlement, filed on or about April 15, 2024, is the product  
9 of arms-length negotiations between the parties and the terms of the Settlement Agreement are  
10 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement  
11 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the  
12 parties to the Settlement Agreement to perform forthwith their respective duties and obligations  
13 thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its January  
15 6, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil  
16 Procedure Section 382 for purposes of settlement only. The Class includes "all current and former  
17 non-exempt hourly employees employed by Defendants Icon Burger Acquisition LLC,  
18 Smashburger Acquisition-So Cal LLC, Smashburger Acquisition - San Francisco LLC,  
19 Smashburger Acquisition - San Diego LLC, Smashburger Acquisition - Sacramento LLC  
20 (collectively "Defendants") in California during the Class Period of March 14, 2018 to September  
21 1, 2024.

22 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of  
23 themselves and their respective former and present representatives, agents, attorneys, heirs,  
24 administrators, successors, and assigns, to have released and forever discharged the Released  
25 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from  
26 (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in  
27 the Operative Complaint during the Class Period. Participating Class Members' only release these  
28 claims for the duration of the Class Period. Except as set forth in Section 5.3 of the Settlement

1 Agreement, Participating Class Members do not release any other claims, including claims for  
2 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
3 unemployment insurance, disability, social security, workers' compensation, or claims based on  
4 facts occurring outside the Class Period.

5 5. The Court further adjudges Plaintiff and the Aggrieved Employees to have fully,  
6 finally, and forever released, settled, compromised, relinquished and discharged on behalf of  
7 themselves and their respective former and present representatives, agents, attorneys, heirs,  
8 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties  
9 that were alleged, or reasonably could have been alleged, based on the facts stated in the  
10 Operative Complaint and the PAGA Notice during the PAGA Period. Aggrieved Employees only  
11 release these claims for the duration of the PAGA Period

12 6. One Class Member – Endang Widjaja – submitted a timely and valid Request for  
13 Exclusion. This individual is therefore excluded from the Class and is not bound by the  
14 Settlement Agreement or this Order and Judgment, except as to the release of claims under  
15 PAGA.

16 7. The Settlement Administrator is ordered to distribute to the Participating  
17 Settlement Class Members and to the Aggrieved Employees their respective settlement payments  
18 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after  
19 the check void date shall be forwarded to the California State Controller's Unclaimed Property  
20 Fund. No funds shall revert to Defendants.

21 8. The Court further orders that by June 16, 2025 the Class Members be provided  
22 with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement  
23 Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty  
24 (60) days.

25 9. The Court approves an award of attorney's fees to Class Counsel in the amount of  
26 \$329,947.00, and an award of costs and expenses in the amount of \$14,886.34. Such amounts  
27 shall be paid as provided in the Settlement Agreement.

28 10. The Court approves a service payment to plaintiff and Class Representative Vijay

1 Sheth in the amount of \$5,000.00, and the Settlement Administrator is ordered to make such  
2 payment consistent with the terms of the Settlement Agreement.

3 11. The Settlement Agreement provides the Settlement Administrator, Atticus Class  
4 Action Administration, shall be paid from the Gross Settlement Amount for its services in  
5 administering the Settlement. As set forth in the Declaration of Bryn Bradley, the Settlement  
6 Administrator is owed \$19,610.00 for services rendered and to be rendered in administering the  
7 settlement. The Court therefore orders that Atticus be paid the amount of \$19,610.00 from the  
8 Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

9 12. The Court approves PAGA penalties in the amount of \$25,000, to be paid from the  
10 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying  
11 PAGA. \$18,750 of this amount will be paid to the LWDA as the state's share of the civil  
12 penalties, and the remainder of \$6,250 will be distributed to the Aggrieved Employees consistent  
13 with the terms of the Settlement Agreement.

14 13. The parties are ordered to file a joint compliance report no later than August 17,  
15 2026, and the Court sets a Non-Appearance Case Review for August 24, 2026, at 8:30 a.m., in  
16 Department SSC-9 of the Los Angeles County Superior Court.

17 14. Under California Rule of Court 3.769(h), without affecting the finality of this  
18 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and  
19 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final  
20 judgment contemplated becomes effective and each and every act agreed to be performed by the  
21 parties has been performed under the terms of the Settlement Agreement; (2) any other action  
22 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the  
23 enforcement, construction, and interpretation of the Settlement Agreement.

24 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is  
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
26 This Order is not a finding of the validity or invalidity of any claims in this action or a  
27 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
28 not constitute any opinion, position or determination of this Court as to the merits of the claims or


1 defenses of any party.

2 16. Judgment is hereby entered as follows: Plaintiff Vijay Sheth and the Participating  
3 Class Members, consisting of all current and former non-exempt hourly employees employed by  
4 Defendants in California during the Class Period of March 14, 2018 to September 1, 2024, who  
5 have not otherwise opted out, shall take nothing from Defendants, except as set forth in the  
6 Settlement Agreement.

7 17. The Court shall retain jurisdiction over the parties to interpret, implement and  
8 enforce this Judgment.

9 IT IS SO ORDERED AND ADJUDGED.

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11 Dated: 04/28/2025  
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Judge of the Superior Court