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Individually and on behalf of all
others similarly situated

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LOS ANGELES SUPERIOR COURT

MAY 23 2019

S. DREW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT GREIG, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

FOOD ON TIME, INC., a California
corporation; L & L CATERING, INC.; and
DOES 1 through 25,

Defendants.

Case No.: BC684566

*Assigned for all purposes to Hon.
Kenneth R. Freeman, Spring Street
Courthouse, Department 14*

[PROPOSED] JUDGMENT

DATE: June 25, 2019

TIME: 9:00 a.m.

DEPT.: 14 (Spring Street Courthouse)

Complaint Filed: November 27, 2017

On June 25, 2019, the Court entered an Order granting the motion for final approval of class action settlement of Plaintiff Robert Greig, individually and on behalf of all others similarly situated ("Plaintiff") ("Order").

Having entered the Order, pursuant to California Rule of Court 3.769, the Court hereby enters Judgment as follows:

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

2 1. Judgment is entered in favor of Plaintiff Robert Greig and the Class and
3 against Defendants Food on Time, Inc. and L & L Catering, Inc. (collectively "Food On
4 Time" or "Defendants") in the amount of \$350,000, which is to be distributed as set forth
5 the Order.

6 2. The Class in this action is defined as: all current and former non-exempt
7 employees of Defendants in California who worked for either of the Defendants at any time
8 between November 27, 2013 and March 13, 2019.

9 3. One class member, Balvina Velazquez, has opted out of the Settlement and
10 therefore all Class Members except Balvina Velazquez are bound by this Judgment.

11 4. Pursuant to the terms of the Settlement Agreement (Paragraphs II.Z, II.AA,
12 VI), upon the receipt by the Settlement Administer, Phoenix Settlement Administrators, of
13 the gross settlement amount of \$350,000 and other amounts due, as specified in the Order,
14 from Defendants, all Class Members except Balvina Velazquez are deemed to have released
15 Defendants Food On Time, Inc. and L & L Catering, Inc., and each of their owners, agents,
16 attorneys, insurers, shareholders, partners, officers, directors, managers, and employees from
17 any and all claims, liens, debts, penalties, liabilities, demands, obligations, guarantees, costs,
18 expenses, attorneys' fees, damages, interest, equitable relief, or causes of action, of any
19 nature whatsoever, that either were or could have been asserted or sought based on, or
20 arising from, or relating to the facts alleged in the Second Amended Complaint, (including,
21 without limitation, (1) failure to provide meal and rest breaks, (2) inaccurate wage
22 statements, (3) failure to pay unpaid wages at time of discharge, (4) unfair business
23 practices, (5) failure to provide employment records, (6) penalties under the Private
24 Attorneys General Act (PAGA), and (7) failure to pay overtime) to the extent that they could
25 have been asserted or sought based solely on the facts and claims alleged in the Second
26 Amended Complaint for related claims under common law, statute, or regulation and all
27 damages, punitive damages, liquidated damages, equitable relief, interest, attorney's fees,
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1 waiting time penalties, and/or penalties of any nature whatsoever arising solely from the
2 facts and claims alleged in the Second Amended Complaint.

3 5. Without affecting the finality of this Judgment, the Court retains exclusive
4 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
5 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
6 Agreement, and in order to conduct further hearing(s) on certification of distribution
7 procedures.

8 Dated: JUN 25 2019

KENNETH R. FREEMAN
Hon. Kenneth R. Freeman

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