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Individually and on behalf of all
10 others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

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

16 Plaintiff,

17 vs.

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

20 Defendants.

Case No.: BC684566

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

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: June 25, 2019
TIME: 9:00 a.m.
DEPT.: 14 (Spring Street Courthouse)

Complaint Filed: November 27, 2017

23 The Court, having considered whether to order final approval of the settlement of
24 this matter pursuant to the Stipulation of Class Action Settlement (the "Settlement
25 Agreement" or "Stipulation"), having granted preliminary approval on March 13, 2019,
26 having directed that notice be given to all Class Members of preliminary approval of the
27 Stipulation of Class Action Settlement and the final approval hearing and the right to be
28 excluded from or object to the settlement, having read and considered all of the papers of the

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Superior Court of California
County of Los Angeles

JUN 25 2019

Shawn R. Carter, Executive Officer/Clerk
By: Roxanne Arraiga, Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT

MAY 23 2019

S. DREW

1 parties and their counsel, and having received no objections to the settlement, and good
2 cause appearing therefore,

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

4 1. The Motion for Final Approval of the settlement is granted;

5 2. The parties to this action are Plaintiff Robert Greig ("Plaintiff") and
6 Defendants Food on Time, Inc. and L & L Catering, Inc. (collectively "Food On Time" or
7 "Defendants").

8 3. After participating in an arms' length mediation, Plaintiff and Defendants
9 have agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
10 represent. The terms of the proposed settlement are fully set forth in the Second Amended
11 Stipulation of Class Action Settlement (the "Settlement Agreement" or "Stipulation")
12 attached as Exhibit D to the Declaration of Aaron Gundzik in Support of Motion for Final
13 Approval of Class Action Settlement.

14 4. This Court has jurisdiction over the subject matter of this action (the
15 "Action") and over all parties to the Action, including the Representative Plaintiff and the
16 Class Members.

17 5. The terms used in this Order have the meaning assigned to them in the
18 parties' Settlement Agreement.

19 6. The Court finds that the Settlement Class consists of: all current and former
20 non-exempt employees of Defendants in California at any time during the Settlement Class
21 Period.

22 7. The Settlement Class Period is November 27, 2013 through March 13, 2019.

23 8. In settlement, Defendants will pay the gross amount of \$350,000, plus the
24 employers' share of all required payroll tax deductions. From this gross amount, the parties
25 propose to deduct \$12,000 in fees to be paid to the Settlement Administrator, a Service and
26 Release Payment to the Representative Plaintiff in the amount of \$5,000, a payment to the
27 California Labor Workforce and Development Agency in the amount of \$6,000, Class
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1 Counsel's costs of \$11,219.62, and Class Counsel's attorneys' fees of \$116,666.66, which is
2 justified in light of the benefit to the class.

3 9. The amount remaining, after deductions approved by the Court, will be
4 distributed to Settlement Class Members based on the number of qualifying workweeks (as
5 defined in the Settlement Agreement) each Settlement Class Member worked for Defendants
6 from November 27, 2013 through March 13, 2019.

7 10. One Class Member, Balvina Velazquez, filed a request to be excluded from
8 the settlement. Therefore, all members of the Settlement Class except Balvina Velazquez
9 will receive a settlement payment and be bound by the releases and Judgment.

10 11. Upon the receipt by the Settlement Administer, Phoenix Settlement
11 Administrators, of the gross settlement amount of \$350,000, plus the employer's share of
12 withholding tax, from Defendants, each and every Released Claim of each Settlement Class
13 Member, with the exception of Balvina Velazquez, is and shall be deemed to be released as
14 against the Released Parties. Upon the receipt by the Settlement Administer, Phoenix
15 Settlement Administrators, of the gross settlement amount of \$350,000 from Defendants, all
16 Settlement Class Members except Balvina Velazquez will be precluded in the future from
17 making any claim based on, arising from, or relating to the allegations made in the Second
18 Amended Complaint.

19 12. Neither the settlement, nor any of the terms set forth in the Settlement
20 Agreement, constitute any admission by Defendants, or any of the other Released Parties, of
21 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
22 Order constitute a finding by the Court of the validity of any of the claims alleged in the
23 Action, or of any liability of Defendants or any of the other Released Parties.

24 13. The Court finds that the Notice of Proposed Class Action Settlement ("Notice
25 of Settlement") has been mailed to all Class Members as previously ordered by the Court,
26 and that such Notice of Settlement fairly and adequately described the terms of the proposed
27 Settlement Agreement, the manner in which the Class Members could object to or
28 participate in the settlement, and the manner in which Class Members could opt out of the

1 Class; was the best notice practicable under the circumstances; was valid, due and sufficient
2 notice to all Class Members; and complied fully with Civil Code §1781(e), Rule of Court
3 3.769, due process and all other applicable laws. The Court further finds that a full and fair
4 opportunity has been afforded to Class Members to participate in the proceedings convened
5 to determine whether the proposed Settlement Agreement should be given final approval.

6 14. The Court finally approves of the distribution of the Net Settlement Amount
7 to the Settlement Class Members. Settlement Class Members are not required to submit a
8 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
9 Class Member will be based on the number of qualifying workweeks (as defined in the
10 Settlement Agreement) each Settlement Class member worked for Defendants during the
11 Class Period.

12 15. The Court finds that the Settlement Agreement is fair, reasonable and
13 adequate as to the Settlement Class, the named Plaintiff and Defendants, and is the product
14 of good faith, arms' length negotiations between the parties, and further, that the Settlement
15 Agreement is consistent with public policy, and fully complies with all applicable provisions
16 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
17 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
18 \$350,000.00 ("Gross Settlement Amount"), plus the payment of the employer's share of all
19 applicable payroll taxes and fees, as follows:

20 a. The Court approves of the payment of Settlement Administration
21 Costs of \$12,000 to Phoenix Settlement Administrators;

22 b. The Court approves of a Service and Release Payment in the amount
23 of \$5,000 to Representative Plaintiff Robert Greig, as payment for his time and efforts in
24 pursuing this Action and as additional compensation for the expanded release he is
25 providing;

26 c. The Court approves of Class Counsel's attorneys' fees request of
27 \$116,666.66, which is one-third of the Gross Settlement Amount, finding that it is
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1 reasonable in light of the benefit provided to the class, to be distributed pursuant to the
2 provisions of paragraph 16 of this Order;

3 d. The Court approves of Class Counsel's request for reimbursement of
4 litigation costs and expenses in the amount of \$11,219.62;

5 e. The Court approves of a payment to the California Labor Workforce
6 and Development Agency in the amount of \$6,000;

7 f. The Court approves of payment of the remainder of the Gross
8 Settlement Amount (the "Net Settlement Amount"), approximately \$198,333, to the
9 Settlement Class Members who have not opted out of the settlement, pursuant to the terms
10 of the Stipulation of Class Action Settlement, Paragraph IV(J), and that all settlement
11 payments shall be deemed one-third wages, one-third penalties, and one-third interest, the
12 latter two categories to be reported via an IRS Form 1099.

13 g. If a Settlement Class Member's settlement check(s) is not cashed
14 within 180 days of issuance, it shall be voided and the funds from all such uncashed checks
15 shall be sent to the California State Controller as unclaimed property.

16 16. The Court approves of the following implementation schedule for further
17 proceedings:

- 18 • Settlement Effective Date: Since there has been no objection to the
19 settlement, pursuant to Section II(L) of the Settlement Agreement, the
20 Effective Date is the date of the Court's entry of Order of Final Approval of
21 Class Action Settlement and Judgment.
- 22 • Deadline for Defendants to deliver the Initial Gross Settlement Amount of
23 \$200,000 to the Settlement Administrator: Within fifteen (15) calendar days
24 after the Effective Date.
- 25 • Deadline for Defendants to deliver the Remaining Gross Settlement Amount
26 of \$150,000, plus the employer's share of withholding taxes, to the
27 Settlement Administrator: Within 180 calendar days after the Effective Date.

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- First Mailing of Payments to Class Members: Within ten (10) days of Defendants' deposit of the Initial Gross Settlement Amount with the Settlement Administrator.
- Second Mailing of Payments to Class Members: Within ten (10) days of Defendants' deposit of the Remaining Gross Settlement Amount with the Settlement Administrator.
- Payment to Class Representative: 2/3 to be paid within ten (10) days of Defendants' deposit of the Initial Gross Settlement Amount, and 1/3 to be paid within ten (10) days of Defendants' deposit of the Remaining Gross Settlement Amount.
- Payment to Class Counsel of Class Counsel's attorneys' fees and Class Counsel's costs: 2/3 to be paid within ten (10) days of Defendants' deposit of the Initial Gross Settlement Amount, and 1/3 to be paid within ten (10) days of Defendants' deposit of the Remaining Gross Settlement Amount.
- Payment to the California Labor Workforce and Development Agency: \$4,000 to be paid within ten (10) days of Defendants' deposit of the Initial Gross Settlement Amount, and \$2,000 to be paid within ten (10) days of Defendants' deposit of the Remaining Gross Settlement Amount.
- Payment to the Settlement Administrator: 2/3 to be paid within ten (10) days of Defendants' deposit of the Initial Gross Settlement Amount, and 1/3 to be paid within ten (10) days of Defendants' deposit of the Remaining Gross Settlement Amount.
- Final Report from Settlement Administrator: After final distribution of Net Settlement Fund.

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17. ^{Non-Appearence} A compliance hearing is set for April 3, 2020 ^A ~~If a~~
^{to be} 2 ^{by NON}
satisfactory compliance status report is filed at least 2 court days before the compliance
hearing. ~~no appearances will be required.~~

Dated: JUN 25 2019

KENNETH R. FREEMAN
Hon. Kenneth R. Freeman

