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LOS ANGELES SUPERIOR COURT

AUG 18 2020

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Superior Court of California
County of Los Angeles

AUG 19 2020

Sherri R. Carter, Executive Officer/Clerk
By Marisela Fregoso, Deputy

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
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5 **LAWYERS for JUSTICE, PC**
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9 *Attorneys for Plaintiffs and the Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

12 MYISHA WHITE, individually, and on behalf of other
13 members of the general public similarly situated and on
14 behalf of all other aggrieved employees pursuant to the
15 California Private Attorneys General Act; DA'JA
16 WILLIAMS, individually, and on behalf of other
17 members of the general public similarly situated and on
18 behalf of other aggrieved employees pursuant to the
19 California Private Attorneys General Act,

20 Plaintiffs,

21 vs.

22 HALAL OR NOTHING GROUP 7, LLC, a California
23 limited liability company; HALAL OR NOTHING
24 GROUP 5, LLC, a California limited liability company;
25 HALAL OR NOTHING GROUP 1, LLC, a California
26 limited liability company; HALAL OR NOTHING
27 GROUP 2, LLC, a California limited liability company;
28 HALAL OR NOTHING GROUP 3, LLC, a California
limited liability company; HALAL OR NOTHING
GROUP 4, LLC, a California limited liability company;
HALAL OR NOTHING GROUP 6, LLC, a California
limited liability company; HALAL OR NOTHING
GROUP 8, LLC, a California limited liability company;
HALAL OR NOTHING GROUP 9, LLC, a California
limited liability company; HALAL OR NOTHING
GROUP 10, LLC, a California limited liability
company; HALAL OR NOTHING GROUP 11, LLC,
a California limited liability company; and DOES 11
through 100, inclusive,

Defendants.

Case No.: BC722760

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

**[REVIS~~ED~~ PROPOSED] FINAL
APPROVAL ORDER AND
JUDGMENT**

Complaint Filed: September 20, 2018
FAC Filed: October 8, 2019
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle on August 11, 2020 at 9:00 a.m.
2 in Department SSC6 of the above-entitled Court, located at Spring Street Courthouse, 312 North
3 Spring Street, Los Angeles, California 90012, on Plaintiffs Myisha White and Da'ja Williams'
4 ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
5 Enhancement Awards ("Motion for Final Approval"). Stephanie S. Ponek of Lawyers for Justice,
6 PC appeared on behalf of Plaintiffs and the Class, and Benjamin J. Kim of Nixon Peabody
7 appeared on behalf of Defendants.

8 On March 5, 2020, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") reached by Plaintiffs and Defendants Halal Or Nothing
11 Group 1, LLC, Halal Or Nothing Group 2, LLC, Halal Or Nothing Group 3, LLC, Halal Or
12 Nothing Group 4, LLC, Halal Or Nothing Group 5, LLC, Halal Or Nothing Group 6, LLC, Halal
13 Or Nothing Group 7, LLC, Halal Or Nothing Group 8, LLC, Halal Or Nothing Group 9, LLC,
14 Halal Or Nothing Group 10, LLC, and Halal Or Nothing Group 11, LLC ("Defendants") in
15 accordance with the First Amended Class Action and Private Attorneys General Act Settlement
16 Agreement and Stipulation, which, together with the exhibits annexed thereto ("Settlement,"
17 "Agreement," or "Settlement Agreement"), set forth the terms and conditions for settlement of the
18 Action.

19 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
20 oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

22 1. All terms used herein shall have the same meaning as defined in the Settlement
23 Agreement and the Preliminary Approval Order.

24 2. This Court has jurisdiction over the claims of the Class Members asserted in this
25 proceeding and over all parties to the Action.

26 3. The Court finds that the applicable requirements of California Code of Civil
27 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
28 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

3 All current and former hourly-paid or non-exempt employees who worked for
4 any of the Defendants within the State of California at any time during the
5 period from September 20, 2014 and ending on September 28, 2019 (“Class”
6 or “Class Members”).

7 4. The Notice of Class Action Settlement (“Class Notice”) that was provided Class
8 Members, fully and accurately informed the Class Members of all material elements of the
9 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
10 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
11 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
12 California, the United States Constitution, due process and other applicable law. The Class Notice
13 fairly and adequately described the Settlement and provided the Class Members with adequate
14 instructions and a variety of means to obtain additional information.

15 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
16 and finds that it is reasonable and adequate, in the best interests of the Settlement Class as a whole,
17 and was entered in good faith pursuant to and within the meaning of California Code of Civil
18 Procedure section 877.6. More specifically, the Court finds that the Settlement was reached
19 following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC
20 (collectively “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,
21 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
22 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
23 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
24 complexity of the claims presented; the likely duration of further litigation; the amount offered in
25 the Settlement; the extent of investigation and discovery completed; and the experience and views
26 of Class Counsel. The Court has further considered the absence of objections and requests to be
27 excluded from the Settlement. Accordingly, the Court hereby directs that the Settlement be
28 affected in accordance with the Settlement Agreement and the following terms and conditions.

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid Request for Exclusion to the Settlement Administrator (“Settlement Class
6 Members”) are bound by this Final Approval Order and Judgment.

7 7. The Court finds that payment of Administration Costs in the amount of \$10,000 is
8 appropriate for the services performed and costs incurred and to be incurred for the notice and
9 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
10 Settlement Administrators, shall issue payment to itself in the amount of \$10,000, in accordance
11 with the terms and methodology set forth in the Settlement Agreement.

12 8. The Court finds that the Enhancement Awards sought are fair and reasonable for
13 the work performed by Class Representatives on behalf of the Class. It is hereby ordered that the
14 Settlement Administrator issue payment in the amount of \$7,500 each to Class Representatives
15 Myisha White and Da’ja Williams for their Enhancement Awards, according to the terms and
16 methodology set forth in the Settlement Agreement.

17 9. The Court finds that the allocation of \$125,000 toward penalties under the
18 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
20 Payment as follows: the amount of \$93,750 to the California Labor and Workforce Development
21 Agency, and the amount of \$31,250 to be included in the Net Settlement Amount for distribution
22 to Settlement Class Members, according to the terms and methodology set forth in the Settlement
23 Agreement.

24 10. The Court finds that Attorneys’ Fees in the amount of \$700,000 to Class Counsel
25 falls within the range of reasonableness, and the results achieved justify the award sought.
26 Attorneys’ Fees to Class Counsel in the amount of \$700,000 are fair, reasonable, and appropriate,
27 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in
28 the amount of \$700,000 to Class Counsel for Attorneys’ Fees, in accordance with the terms and

1 methodology set forth in the Settlement Agreement.

2 11. The Court finds that reimbursement of litigation costs and expenses in the amount
3 of \$34,802.06 to Class Counsel is reasonable and is hereby approved. It is hereby ordered that the
4 Settlement Administrator issue payment in the amount of \$34,802.06 to Class Counsel for
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
6 forth in the Settlement Agreement.

7 12. The Court hereby enters Judgment by which Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Released Claims against the
9 Released Parties, as set forth in the Settlement Agreement and Class Notice.

10 13. It is hereby ordered that Defendants shall transmit the Second Installment to the
11 Settlement Administrator within sixty (60) calendar days of this Order, in accordance with the
12 Settlement Agreement. It is further ordered that Defendants shall transmit the Third Installment
13 twelve (12) months after Defendants transmit the Second Installment. It is further ordered that
14 Defendants shall transmit the Fourth Installment twelve (12) months after Defendants transmit the
15 Third Installment.

16 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Payment Amounts to the Settlement Class Members, Attorneys' Fees and Costs to Class Counsel,
18 Enhancement Awards to Class Representatives, and the LWDA Payment to the LWDA within
19 seven (7) calendar days after Defendants transmit the Fourth Installment, according to the
20 methodology and terms set forth in the Settlement Agreement.

21 15. It is ordered that the funds associated with any and all Individual Settlement
22 Payment checks issued to Settlement Class Members will remain valid for one hundred eighty
23 (180) calendar days and shall be cancelled thereafter. Funds associated with cancelled Individual
24 Settlement Payment checks will be transmitted to the *cy pres* recipient Legal Aid at Work, a
25 nonprofit organization.

26 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
27 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
28 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and

1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
4 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
5 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
6 this Final Approval Order and Judgment. Individualized notice is not required.

7 18. An Order to Show Cause Re: Compliance is scheduled for April 14, 2021 at 8:30
8 a.m. in Department SSC6. The parties shall file a joint status report advising the Court of the status
9 of ~~the~~ ^{Defendants' installment payments and} distribution of settlement funds by March 31, 2021.
10 ⁷

11 Dated: 8-19-20

ELIHU M. BERLE
HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 17, 2020, I served the foregoing document(s) described as **[REVISED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action by Electronic Service as follows:

Benjamin J. Kim
Andrea Chavez
NIXON PEABODY LLP
One California Plaza
300 South Grand Avenue, Suite 4100
Los Angeles, CA 90071

Attorneys for Defendant

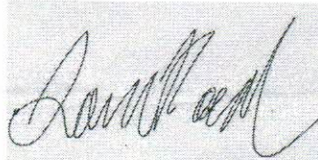
[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

[X] STATE

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

Executed on August 17, 2020, at Glendale, California.



Sarah Poswal