

CIV-130

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Edwin Aiwazian (SBN 232493); Brian J. St. John (SBN 304112) LAWYERS FOR JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, California 91203		FOR COURT USE ONLY
TELEPHONE NO.: (818) 265-1020 FAX NO. (<i>Optional</i>): (818) 265-1021 E-MAIL ADDRESS (<i>Optional</i>): ATTORNEY FOR (<i>Name</i>): Plaintiff Nathan Pool		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring Street Courthouse		
PLAINTIFF/PETITIONER: Nathan Pool DEFENDANT/RESPONDENT: UTC Restaurant Venture, LLC		
NOTICE OF ENTRY OF JUDGMENT OR ORDER <i>(Check one)</i>: ☒ UNLIMITED CASE (Amount demanded exceeded \$25,000) ☐ LIMITED CASE (Amount demanded was \$25,000 or less)		
		CASE NUMBER: 20STCV07785 / Department SSC7

EXHIBIT A

Electronically Received 12/01/2022 04:06 PM

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
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Attorneys for Plaintiff and the Class

FILED
Superior Court of California
County of Los Angeles

12/05/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

NATHAN POOL, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiffs,

vs.

UTC RESTAURANT VENTURE, LLC, a
California limited liability company; PASEO
RESTAURANT VENTURE, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20STCV07785 (Lead Case)
Consolidated Case No.: 20GDCV00377

Honorable Lawrence P. Riff
Department SSC7

CLASS ACTION

**[REVISED ~~PROPOSED~~] FINAL
APPROVAL ORDER AND JUDGMENT**

Date: November 30, 2022
Time: 11:00 a.m.
Department: SSC7

Complaint Filed: February 27, 2020
Trial Date: None Set

1 This matter has come before the Honorable Lawrence P. Riff in Department 7 of the above-
2 entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, on Nathan Pool's
3 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs,
4 Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on
5 behalf of Plaintiffs, and Jackson Lewis P.C. appeared on behalf of Defendants UTC Restaurant
6 Venture, LLC and Paseo Restaurant Venture, LLC ("Defendants").

7 On July 6, 2022, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Second Amended Joint Stipulation
10 of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

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

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

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

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly paid, non-exempt employees who worked
26 for Defendants in the State of California at any time during the period from
27 February 27, 2016 through October 20, 2020, who did not sign arbitration
28 agreements. ("Class" or "Class Members").

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

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
21 with the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
26 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
27 Order and Judgment.

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1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,000.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
7 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Nathan Pool for his
9 Enhancement Payment, according to the terms and methodology set forth in the Settlement
10 Agreement.

11 9. The Court finds that the allocation of \$50,000.00 toward penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
13 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
14 Penalties as follows: the amount of \$37,500.00 to the California Labor and Workforce
15 Development Agency, and the amount of \$12,500.00 to be distributed to all current and former
16 hourly-paid, non-exempt employees who worked for Defendant Paseo Restaurant Venture, LLC
17 in California at any time during the period from January 29, 2019 through October 20, 2020
18 (“PAGA Members”), according to the terms and methodology set forth in the Settlement
19 Agreement.

20 10. The Court finds that the request for Attorneys’ Fees in the amount of \$96,250.00 to
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
24 amount of \$96,250.00 to Class Counsel as Attorneys’ Fees.

25 11. The Court finds that reimbursement of litigation costs and expenses in the amount
26 of \$34,700.47 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
27 Settlement Administrator issue payment in the amount of \$34,700.47 to Class Counsel for
28 reimbursement of litigation costs and expenses.

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

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

7 14. It is hereby ordered that Defendants shall deposit the Total Settlement Amount into
8 an account established by the Settlement Administrator within twenty-five (25) calendar days after
9 the Effective Date, in accordance with the terms and methodology set forth in the Settlement
10 Agreement.

11 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
12 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA
13 Members within five (5) calendar days after the funding of the Total Settlement Amount, according
14 to the methodology and terms set forth in the Settlement Agreement.

15 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
17 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
18 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
19 any dispute arising from or in connection with the distribution of settlement benefits.

20 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
21 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris' website
22 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
23 and Judgment. Individualized notice is not required.

24 18. A Non-Appearence Case Review Re: Distribution of Funds is scheduled for July
25 28, 2023 at 9:00 a.m. in Department 7 of the above-entitled court, located at located at 312 North
26 Spring Street, Los Angeles, CA 90012. Plaintiff shall submit to the Court no later than July 21,
27 2023 a declaration from the Settlement Administrator specifying the total amount paid to
28

1 Settlement Class Members and PAGA Members, and the leftover residual of settlement funds that
2 will be transmitted to the State Controller's Office Unclaimed Property Division.



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

5 Dated: 12/05/2022

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT

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 December 1, 2022, I served the foregoing document(s) described as:

• **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**
on interested parties in this action as follows:

James P. Carter (james.carter@jacksonlewis.com)
Heather B. Dillon (heather.dillon@jacksonlewis.com)
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, California 92618

Attorneys for Defendant **UTC RESTAURANT VENTURE, LLC**

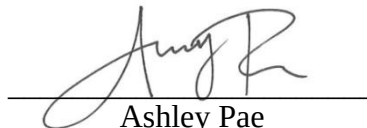
[[X]] BY ELECTRONIC SERVICE

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 December 1, 2022, at Glendale, California.



Ashley Pae

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 December 14, 2022, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

James P. Carter (james.carter@jacksonlewis.com)
Heather B. Dillon (heather.dillon@jacksonlewis.com)

JACKSON LEWIS P.C.

200 Spectrum Center Drive, Suite 500
Irvine, California 92618

Attorneys for Defendant **UTC RESTAURANT VENTURE, LLC**

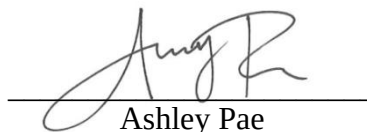
[X] BY ELECTRONIC SERVICE

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 December 14, 2022, at Glendale, California.


Ashley Pae