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FILED
Superior Court of California
County of Los Angeles
03/06/2023

David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)

9 CARINA CAMBEROS, on behalf of herself
10 and others similarly situated,

11 *Plaintiff(s),*

12 vs.

13 GREAT AMERICAN CHICKEN CORP, INC.;
14 and DOES 1 thru 50, inclusive,

15 *Defendant(s).*
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Case No.: 21STCV32015

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

Action filed: August 30, 2021
Hearing Date: February 28, 2023
Hearing Time: 10:00 a.m.
Hearing Dept: SS-6, Hon. Elihu M. Berle

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Carina Camberos
3 (“Plaintiff”) against Defendant Great American Chicken Corp, Inc. (“Defendant”) (Plaintiff and
4 Defendant are collectively referred to as the “Parties”). The Motion for Final Approval of Class
5 Action Settlement came before this Court on February 28, 2023.

6 On October 18, 2022, this Court entered an order granting preliminary approval of the
7 Parties’ Second Amended Settlement Agreement and Release of Claims (“Settlement”). The
8 Parties have applied to the Court for an order granting final approval of the Settlement Agreement.
9 The Settlement Agreement sets forth the terms and conditions of the proposed Settlement and for
10 entry of an order of final approval and entry of final judgment thereon. Upon consideration of the
11 Joint Motion for Final Approval of Class Action Settlement; Motion for Approval of Attorneys’
12 Fees and Costs, and all accompanying evidence, and good cause appearing, **THE COURT**
13 **HEREBY ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion.

25 5. No class members have objected or opted out of the Settlement.

26 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
27 Court finds that an ascertainable class exists and a well-defined community of interest exists
28 in the questions of law and fact involved because in the context of the Settlement: (i) there are

1 questions of law and fact common to the Class Members for the purposes of this Settlement which,
2 as to the Settlement and all related matters, predominate over any individual questions; (ii) the
3 Claims of Plaintiff are typical of the Claims of the Class members for the purposes of this
4 Settlement; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and
5 Plaintiff's Attorneys have fairly and adequately represented and protected the interests of the Class
6 Members.

7 7. The Court finds that the Notice and notice methodology implemented pursuant to
8 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
9 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
10 Action, their right to object to or exclude themselves from the proposed Settlement and their right
11 to appear at the Final Fairness and Approval Hearing; (iii) were reasonable and constituted due,
12 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
13 requirements of the California Code of Civil Procedure, the California and United States
14 Constitution (including the Due Process Clause), the California Rules of Court and any other
15 applicable law.

16 8. The Settlement Class is hereby made final. The Settlement Class is defined as:
17 any and all non-exempt California employees of Great American Chicken Corp, Inc. who worked
18 between January 1, 2020 and October 7, 2022.

19 9. Pursuant to the Settlement, upon entry of this order, Plaintiff and each
20 Participating Settlement Class Member shall fully release and discharge the Released Parties from:
21 any and all claims, demands, rights, liabilities, and/or causes of action of any nature
22 and description whatsoever, known or unknown, in law or in equity, whether
23 concealed or hidden, which arose at any time during the Class Period based on the
24 facts or claims asserted by Plaintiff Carina Camberos in any pleading in the Action
25 on her own behalf or on behalf of a putative class member or similarly situated
26 employee, or based on any facts, transactions, events, occurrences, acts,
27 disclosures, statements, omissions, or failures that arise out of, in any way, the
28 claims made and facts alleged in the Action, including without limitation violations
of any state or federal statutes, rules, or regulations (including the Fair Labor
Standards Act), or for penalties under the Private Attorneys General Act based on
an assertion that Released Parties: (1) failed to provide meal periods under Labor
Code §§ 226.7 and 512; (2) failed to provide rest periods under Labor Code § 226.7;
(3) failed to pay for overtime worked under Labor Code § 510; (4) willfully failed
to pay wages and minimum wages under Labor Code §§ 204, 216, 221, and 1194;
(5) failed to provide itemized and accurate wage statements under Labor Code §§
226 and 1174; (6) failed to pay waiting time penalties under Labor Code §§ 201-

203; (7) failed to reimburse for necessary business expenditures under Labor Code § 2802; (8) failed to provide a suitable rest area and seating for employees pursuant to IWC Wage Orders #5, sections 13(b) and 14; and (9) violated the Fair Labor Standards Act.

10. In addition, pursuant to the Settlement, upon entry of this order, Plaintiff and each Participating Settlement Class Member shall fully release and discharge the Released Parties from any and all PAGA claims alleged in any pleading in the Action or that could have been alleged based upon the facts and circumstances alleged in the Class/PAGA Complaint.

11. The Settlement provides Settlement Proceeds of \$106,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement.

12. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

13. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Messrelian Law and attorney Harout Messrelian and Haig B. Kazandjian Lawyers, APC and attorney Haig B. Kazandjian as Class Counsel.

14. The Court hereby finds the unopposed application of Class Counsel for an award of attorneys' fees and costs provided for under the Settlement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$35,333.33 shall be paid for attorneys' fees and \$7,000.00 for litigation costs.

15. The unopposed application for a Class Representative Incentive Award is hereby granted. Of the Settlement Proceeds, a \$1,000.00 Incentive Award shall be allocated to Plaintiff Carina Camberos.

16. The unopposed application of Class Counsel for Settlement Administration Costs to Simpluris, Inc. is hereby granted. Of the Settlement Proceeds, \$13,500.00 shall be paid to the Settlement Administrator for Settlement Administration Costs.

17. The Court approves the PAGA penalties in the amount of \$5,000.00. The Court approves 75% of the PAGA penalties being allocated to the LWDA, in the amount of \$3,750.00, and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,250.00, shall be allocated to the Aggrieved Employees.

1 18. If a Class Member does not cash his or her settlement check (including the
2 Settlement Check and/or PAGA Check) within 180 days, the uncashed funds and any interest
3 accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek
4 Legal Services pursuant to California Code of Civil Procedure section 384(b).

5 19. Defendant shall have no further liability for costs, expenses, interest, or attorneys'
6 fees except as provided for in the Settlement Agreement.

7 20. The Parties are ordered to give notice to all Class Members in accordance with
8 California Rules of Court, rule 3.771(b).

9 21. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
10 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
11 as the administration and enforcement of the terms of the Settlement of this action to enforce the
12 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
13 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
14 administration and enforcement of the Settlement.

15 22. The Court sets a compliance hearing for November 14, 2023. No later than
16 November 7, 2023, the Parties shall file a compliance report specifying the total amount paid to
17 class members, and the residual of unclaimed funds that will be paid to the non-profit organization
18 specified above, along with a proposed amended judgment directing payment of the residual funds
19 pursuant to Code of Civil Procedure section 384

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21 **IT IS SO ORDERED.**

22
23 Dated 3-06-23



Elihu M. Berle

Elihu M. Berle / Judge

THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT