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

HELEN SANTOS, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

AIR CULINAIRE WORLDWIDE, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV40648

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: May 3, 2023

Time: 11:00 a.m.

Dept.: 10

Complaint Filed: October 23, 2020

Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff HELEN SANTOS
3 (“Class Representative” or “Plaintiff”) against Defendant AIR CULINAIRE WORLDWIDE, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on May 3, 2023.

6 **WHEREAS**, Judge William Highberger granted preliminary approval of the Amended
7 Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement”), attached to the
8 concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”, on June 13, 2022.

9 **WHEREAS**, Plaintiff HELEN SANTOS has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet, Helen Santos; and Nicole Bench of ILYM Group, Inc.; and the supporting documents
16 annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

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

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

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28

1 who timely and properly filed Request for Exclusion, as well as their heirs, executors and
2 administrators, successors and assigns.

3 5. There is one (1) valid request for exclusion.

4 6. There are zero (0) objectors to the Agreement.

5 7. It is ordered that the settlement class is certified for settlement purposes only. The
6 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
7 questions of law and fact involved because in the context of the Agreement: (i) there are questions
8 of law and fact common to the Class Members which, as to the Agreement and all related matters,
9 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
10 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
11 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
12 of the Class Members.

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

21 9. The settlement class is hereby made final. The "Settlement Class Members" are
22 defined as all persons who are employed or have been employed as an hourly employee by
23 Defendant in the state of California during the Covered Period.

24 10. The "Covered Period" is October 23, 2016 through October 23, 2020.

25 11. The Agreement is not an admission by Defendant, nor is this Final Order a finding
26 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
27 the Agreement, nor any document referred to herein, nor any action taken to carry out the
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Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

12. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff; each Class Member; and all PAGA Class Members shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind of nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1994, 1994.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7; (4) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (5) Waiting Time Penalties Pursuant to Labor Code § 204; (6) Violation of Business & Professions Code § 17200; and (7) penalties pursuant to Labor Code §2699, et seq. based on the facts alleged in Plaintiff’s October 23, 2020 notice letter to the LWDA.”

13. Plaintiff and all Class Members who have not been timely and properly excluded from the settlement class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims.

14. The Agreement provides that the Gross Settlement Amount is \$425,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

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

1 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
2 settlement class for purposes of entering into and implementing the settlement. The Court hereby
3 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

4 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
5 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
6 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$141,666.67
7 shall be paid for attorney fees and \$12,000.00 shall be paid for litigation costs.

8 18. The unopposed application of Class Counsel for an enhancement payment to
9 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
10 Enhancement Payment shall be allocated to Class Representative HELEN SANTOS.

11 19. The unopposed application of Class Counsel for claims administration fees to
12 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$15,000.00 shall be paid
13 for settlement administration fees.

14 20. The Court approves the PAGA Payment in the amount of \$30,000.00. The Court
15 approves 75% of the PAGA Payment being allocated to the Labor and Workforce Development
16 Agency ("LWDA") in the amount of \$22,500.00. The Court further directs that the remaining
17 25% of the PAGA Payment, in the amount of \$7,500.00 shall be allocated to the Net Settlement
18 Amount for distribution to the PAGA Members.

19 21. Defendant shall have no further liability for costs, expenses, interest, attorneys'
20 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

21 22. If a Class Member/PAGA Member does not cash his or her settlement check within
22 90 days, the uncashed funds shall be transmitted by the Settlement Administrator to a *cy pres*
23 beneficiary to be selected by the parties to this Agreement and approved by the Court pursuant to
24 the terms of Code of Civil Procedure section 384. The deadline for participating Class Members
25 to cash their settlement award check was August 23, 2023. A total of \$34,746.19 in issued
26 settlement checks remained uncashed after the August 23, 2023, check cashing deadline. On
27 October 24, 2023, the value of the uncashed settlement checks, in the amount of \$34,746.19, was
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1 sent to Bet Tzedek Legal Services, a nonprofit legal aid organization. No interest has accrued on
2 these funds. The Court retroactively directs that the \$34,746.19 be distributed to the *cy pres*
3 designee, Bet Tzedek Legal Services.¹

4 23. No later than five (5) days after receipt of notice of entry of amended judgment, the
5 Parties shall submit the amended judgment to the Judicial Council, pursuant to Code Civ. Proc.
6 384.5, and shall file a proof of service with the Court.

7 24. Defendant shall have no further liability for costs, expenses, interest, attorneys'
8 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

9 25. The Court hereby grants and authorizes the Parties, without further approval from
10 the Court, to agree to and to adopt such amendments, modifications and expansions of this
11 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
12 do not limit the rights of Class Members under the Stipulation.

13 26. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
14 shall retain jurisdiction over the Action, the Parties, and the settlement class, as well as the
15 administration and enforcement of the terms of the Settlement of this action to enforce the terms
16 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
17 continuing jurisdiction over the Action, the Parties, and the settlement class, as well as the
18 administration and enforcement of the Settlement. Any disputes or controversies arising with
19 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
20 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
21 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
22 of the Agreement.

23 27. This Final Order shall constitute a final judgment.

24
25 **DATED:** _____

26 **JUDGE OF THE SUPERIOR COURT**

27 ¹ The money has already been distributed to the *cy pres* designee. Accordingly, the
28 obligation to do so under this judgment has already been fulfilled. Nevertheless, the Court enters
this amended judgment pursuant to Code of Civil Procedure sections 384(b), 384.5.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On January 5, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Clint D. Robison
Angeli C. Aragon
O'HAGAN MEYER
21550 Oxnard Street, Suite 1050
Woodland Hills, CA, 91367
Email(s): crobison@ohaganmeyer.com
aaragon@ohaganmeyer.com

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 5, 2024, at Woodland Hills, California.



Michelle A. Tanzer