

Tina Mehr, CA 275659
tmehr@visionlegalinc.com
VISION LEGAL, INC.
445 S. Figueroa Street, 31st Floor
Los Angeles, CA 90071
Telephone: 877.870.9953

Attorneys for Plaintiff Kalkidan Siler

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
JESSICA ADLOUNI, Esq. (SBN 328571)
jessica@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff Shane Caskey

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – COMPLEX DIVISION**

SHANE CASKEY; KALKIDAN SILER, as
individuals, on behalf of themselves and
others similarly situated,

PLAINTIFFS,

v.

JOEY RESTAURANT (LOS ANGELES)
INC.; JOEY RESTAURANT
(MANHATTAN BEACH) INC.; JOEY
RESTAURANT (WOODLAND HILLS)
INC.; JOEY RESTAURANT GROUP; and
DOES 1 thru 50, inclusive,

DEFENDANTS

CASE NO. 21STCV11098

[Case Assigned for All Purposes to Hon. David
Cunningham in Dept. 11]

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

Date: September 26, 2023
Time: 10:00 AM
Dept.: 11

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

2 The above captioned Action is a class action lawsuit brought by Plaintiffs SHANE
3 CASKEY and KALKIDAN SILER (“Named Plaintiffs” or “Plaintiffs”) against Defendants JOEY
4 RESTAURANT (LOS ANGELES), INC.; JOEY RESTAURANT (MANHATTAN BEACH),
5 INC.; JOEY RESTAURANT (WOODLAND HILLS), INC.; JOEY RESTAURANT GROUP
6 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
7 on September 26, 2023.

8 **WHEREAS**, Judge David S. Cunningham granted preliminary approval of the Joint
9 Stipulation of Class and Representative Action Settlement and Release of Claims (“Agreement”),
10 attached to the concurrently-filed Declaration of Liane Katzenstein Ly as Exhibit “1”, on April 26,
11 2023.

12 **WHEREAS**, Plaintiffs SHANE CASKEY and KALKIDAN SILER have applied to the
13 Court for an order granting final approval of the Agreement.

14 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
15 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
16 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
17 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
18 Katzenstein Ly; Tina Mehr; Hiran Dadgostar; Shane Caskey; Kalkidan Siler; and Nick Castro of
19 ILYM Group, Inc.; and the supporting documents annexed thereto, now finds:

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

21 1. The Court has personal jurisdiction over all Class Members¹ and that the Court has
22 subject matter jurisdiction to approve the Agreement;

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

27 _____
28 ¹ All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement unless otherwise defined.

1 finally approved in all respects.

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

4 4. The Agreement is binding on Plaintiff and all other Class Members, except those
5 who timely and properly filed Requests for Exclusions, as well as their heirs, executors and
6 administrators, successors and assigns.

7 5. There are four (4) valid requests for exclusion.

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

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

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

26 9. The Class is hereby made final. The Class is defined as:

27 All current and former non-exempt employees who worked for
28 Defendants in the State of California from period from October 15,
2019 up to and including the date of March 28, 2022. (the "Class").

10. The “Class Period” is October 15, 2019 to March 28, 2022.

11. The PAGA Group is hereby made final. The PAGA Group is defined as:
“All current and former non-exempt employees who worked one or more pay periods for Defendants in the State of California from period from October 15, 2019 up to and including the date of March 28, 2022.” (the “PAGA Group”)

12. The PAGA Period or “Release Period” is from October 15, 2019 to March 28, 2022.

13. Pursuant to the Agreement, upon entry of this Final Order, Plaintiffs and each Class Member shall fully release Defendants and any of its past and present parents, including without limitation Joey and Cucina Restaurants Inc., subsidiaries, partners, members and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents, employees, partners, investors, owners, members, affiliates, insurers, legal representatives and attorneys (“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:

“and all claims which arose during the Release Period and (i) were asserted in the LWDA Letter and Plaintiffs’ Complaints; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs’ Complaints, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory, as well as all class action claims arising out of or related to the factual allegations pled in Plaintiffs’ Complaints which occurred during the Release Period. These claims include, but are not limited to: Failure to pay wages/overtime; Failure to provide meal periods, Failure to provide rest periods; Conversion, Failure to keep accurate information, Failure to issue lawful itemized wages statement pursuant to section 226(a); Waiting time penalties; Unfair Business Practices pursuant to Business & Professions Code section 17200 et seq; and all claims, rights, demands, actions, and obligations of any kind or nature related to any alleged tips owed, penalties or other amounts that relate to tips.”

14. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiffs and the PAGA Members release Defendants and the Released Parties from any and all penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2699 et seq.) for violations identified in Plaintiffs’ LWDA letters, which include Labor Code sections 201-204, 221, 224, 226(a), 226.3, 233, 245, 247.5, 227.3, 351, 353, 354, 1174(d), 1182.12, 1194,

1 1197, 1197.1, 1198, 1198.5, 2802 and 2810 from October 15, 2019 up to and including March 28,
2 2022.

3 15. The Agreement is not an admission by Defendants, nor is this Final Order a finding
4 of the validity of any allegations or of any wrongdoing by Defendants. Neither this Final Order,
5 the Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
7 wrongdoing on the part of Defendants.

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

18 17. The Agreement provides that the Gross Settlement Amount is seven hundred
19 twenty five thousand dollars and zero cents (\$725,000.00). The Net Settlement Amount shall be
20 determined according to the terms of the Agreement.

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

23 19. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
24 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
25 Kingsley & Kingsley, APC and Vision Legal, Inc. as Class Counsel in the Action.

26 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
27 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
28 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$241,666.67

1 shall be paid for attorney fees and \$30,000.00 shall be paid for litigation costs.

2 21. The unopposed application of Class Counsel for an enhancement payment to
3 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$15,000.00 Named Plaintiff
4 Enhancement/Specific Release Payment shall be allocated to Named Plaintiffs SHANE CASKEY
5 and KALKIDAN SILER.

6 22. The unopposed application of Class Counsel for claims administration fees to
7 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$17,000.00 shall be paid
8 for settlement administration fees.

9 23. The Court approves the PAGA Payment in the amount of \$25,000.00. The Court
10 approves 75% of the PAGA Payment being allocated to the Labor and Workforce Development
11 Agency (“LWDA”) in the amount of \$18,750.00. The Court further directs that the remaining
12 25% of the PAGA Payment, in the amount of \$6,250.00 shall be allocated to the PAGA Group
13 Members.

14 24. If a Class Member does not cash his or her settlement check within 180 days, the
15 uncashed funds shall be transmitted by the Claims Administrator to the State of California
16 Controller’s Office Unclaimed Property Fund in the name of the class member who did not cash
17 his or her Individual Settlement Payment check.

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

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

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

2 28. The Court hereby dismisses the consolidated Action (including all individual
3 claims and Released Class Claims and Released PAGA Claims presented thereby) with prejudice,
4 without fees or costs to any party except as provided in the Settlement Agreement.

5
6 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(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 August 31, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] 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:

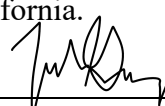
CAMILO ECHAVARRIA camiloechavarria@dwt.com EVELYN WANG evelynwang@dwt.com CHRISTOPHER IM christopherhim@dwt.com DAVIS WRIGHT TREMAINE LLP 865 South Figueroa Street, 24th Floor Los Angeles, California 90017-2566	TINA MEHR tmehr@visionlegalinc.com VISION LEGAL, INC. 445 S. Figueroa Street, 31st Floor Los Angeles, California 90071 Attorneys for Defendants Attorneys for Plaintiff KALKIDAN SILER
--	--

[XX] 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.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE): On interested parties set forth on the attached service list.

[XX] (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 31, 2023, at Los Angeles, California.



Taylor Gregg