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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTY FRANCO, individually, and
on behalf of all others similarly situated,

Plaintiffs,

vs.

SIL AFFAMATO, INC., MICHAEL
MANGIONE, ANTHONY MANGIONE
and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV12228

CLASS ACTION

~~PROPOSED~~ ORDER AND JUDGMENT:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFFS; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Hearing Date: November 8, 2022
Time: 11:00 a.m.
Dept.: 10
Judge: William F. Highberger

FILED
Superior Court of California
County of Los Angeles

11/15/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

1 This matter came before the Superior Court of the State of California, in and for the County
2 of Los Angeles, Department 10, at 11:00 a.m. on November 8, 2022, with Cole & Van Note
3 appearing as counsel for Representative Plaintiff Christy Franco, individually, and on behalf of the
4 Plaintiff Class, and Lewis Brisbois Bisgaard & Smith, LLP appearing as counsel for defendants
5 Sil Affamato, Inc., Michael Mangione, Anthony Mangione and Does 1 through 100
6 (“Defendants”). The Court, having carefully considered the briefs, argument of counsel and all
7 matters presented to the Court and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for
8 Final Approval of Class Action Settlement.

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the proposed
13 Settlement Agreement (“Agreement”).
14 2. This Court has jurisdiction over the subject matter of the above-captioned litigation
15 and over all Parties to this litigation, including the Settlement Class.

16
17 **Preliminary Approval of the Settlement**

18 3. On June 22, 2022, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the Court approved certification of a provisional Settlement Class
20 for settlement purposes only.

21
22 **Notice to the Plaintiff Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice Package was
24 mailed by first class mail to the Plaintiff Class members at their last known addresses on or about
25 August 15, 2022. Mailing the Class Notice Package to their last known addresses was the best
26 notice practicable under the circumstances and was reasonably calculated to communicate actual
27 notice of the litigation and the proposed settlement to the Plaintiff Class.

5. According to the Claims Administrator, there are 803 members of the Plaintiff Class who will receive an Individual Settlement Share. The deadline for opting out has passed and no employees have done so. There was an adequate interval between mailing of the Notice and the deadline to permit Plaintiff Class members to choose what to do and act on their decision.

Fairness of the Settlement

6. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).

7. There has been no collusion between the parties in reaching the proposed settlement.

8. Plaintiff's investigation and discovery have been sufficient to allow the court and counsel to act intelligently.

9. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

10. Nobody opted out. One employee submitted a dispute form.

11. The consideration to be given to the Settlement Class members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this action and is far, reasonable, and adequate compensation for the release of Settlement Class members' claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action.

12. The proposed Agreement is approved as fair, adequate and reasonable and in the best interests of class members.

Attorneys' Fees/Costs

13. The Agreement provides for (and counsel seeks) an award of up to \$166,666.67 to Class Counsel as attorneys' fees in this action, representing 33 1/3% of the Gross Settlement Fund, plus costs up to \$9,123.91, subject to the Court's approval.

1 14. The award of attorneys' fees and reimbursement of litigation costs are reasonable,
2 in light of the contingent nature of Class Counsel's fee, the substantial amount of work actually
3 performed such that the fee award is fraction of the loadstar, the risks assumed, the results achieved
4 by Class Counsel, and in light of the significant amount of uncompensated work Class Counsel
5 anticipates post-final approval of the settlement.

6
7 **Enhancement Awards**

8 15. The Agreement provides for an Enhancement Award of \$6,500 for Representative
9 Plaintiff Christy Franco from the Gross Settlement Amount, subject to the Court's approval. The
10 Court finds this Enhancement Award reasonable in light of the risks and burdens undertaken by
11 the Representative Plaintiff in this Action and for her time and effort in bringing and prosecuting
12 this matter on behalf of the Plaintiff Class.

13
14 **Cost of Settlement Administration**

15 16. The Agreement provides for payment of settlement administration expenses from
16 the Gross Settlement Amount. The Settlement Administrator has \$11,451 in Claims
17 Administration expenses. The amount of this payment is reasonable in light of the work performed
18 by the Settlement Administrator and shall be awarded thereto.

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20 **PAGA Payment**

21 17. The Agreement provides for a PAGA payment of \$15,000, from which \$11,250
22 shall be allocated and delivered to the California Labor and Workforce Development Agency
23 ("LWDA").
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IT IS HEREBY ORDERED THAT:

1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class is hereby defined as:

All current and former non-exempt employees who worked for Defendants as hourly and/or non-exempt employees in California at any time from March 1, 2020 through December 24, 2021.

2. All persons who meet the foregoing definition and did not exclude themselves from the Agreement are members of the Settlement Class.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$166,666.67 and litigation costs in the amount of \$9,123.91. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

5. The payment of the Enhancement Award in the amount of \$6,500 to Plaintiff Christy Franco is approved.

6. The payment of \$11,451 to the Settlement Administrator for settlement administration services is approved.

7. The PAGA payment to the California Labor and Workforce Development Agency in the amount of \$11,250 (i.e., 3/4 of \$15,000) is approved.

8. A Final Judgment in this action is hereby entered and this shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

9. This Final Judgment shall bind each Settlement Class member and shall operate as a full release and discharge of the released claims against the released parties. All rights to appeal the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have *res judicata* effect and bar all Settlement Class members from bringing any action asserting Settlement Class members' released claims under the Agreement.

10. The Agreement and Settlement are not an admission by Defendant, nor is this Final Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by

1 Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any
2 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
3 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
4 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
5 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
6 an admission or concession with regard to the denials or defenses by Defendant and shall not be
7 offered in evidence in any action or proceeding against Defendant in any court, administrative
8 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
9 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.
10 Notwithstanding these restrictions, any of the released parties may file in the Action or any other
11 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers
12 and records on file in the Action as evidence of the Settlement to support a defense of res judicata,
13 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
14 released claims. Nothing set forth in this Order shall be construed to modify the absolute obligation
15 of the Representative Plaintiff to dismiss with prejudice, upon payment of the settlement amount
16 set forth in the settlement agreement, all of their claims set forth in this action.

17 11. Notice of entry of this Final Approval Order and Final Judgment shall be given to
18 Class Counsel on behalf of Plaintiff and all Settlement Class members. It shall not be necessary to
19 send notice of entry of this Final Approval Order and Final Judgment to individual Settlement
20 Class members. The time for any appeal shall run from service of notice of entry of the Final
21 Approval Order and Final Judgment by Class Counsel on Defendant.

22 12. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to
23 construe, interpret, implement, and enforce the Agreement and this Judgment, to hear and resolve
24 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
25 dispute arising from or in connection with the distribution of settlement benefits.

26 13. In the event the Settlement does not become final and effective in accordance with
27 the terms of the Settlement Agreement, or is terminated, cancelled or fails to become effective for
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any reason, then this Final Approval Order and Final Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

14. A Compliance Hearing is hereby set for August 17, 2023 at 9:00 a.m. in Department 10 of this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit a Case Management Conference Statement, accompanied by a Declaration from the Settlement Administrator (including a summary accounting identifying the distributions made, the number and value of any uncashed checks, the status of any unresolved issues, and any other matters appropriate to evaluate the effectiveness and completeness of the distribution).

IT IS SO ORDERED.

Dated: 11/15/2022



W. F. Highberger
By William F. Highberger / Judge