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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF VENTURA**

12 JOSEPH D. AGUILAR and CHRISTIAN
13 BELLER, individuals on behalf of themselves,
14 the State of California, as a private attorneys
15 general, and on behalf of all others similarly
situated,

16 Plaintiff,

17 v.

18 TASTES & TALES, LLC, a California Limited
19 Liability Company; WATERSIDE, LLC, a
20 California Limited Liability Company;
21 VENTURA HARBOR RESTAURANT
ASSOCIATES, INC., a California Corporation;
22 CHYSILIOS CHRYSILIOU, an Individual; and
23 DOES 1 TO 50, inclusive,

24 Defendants.
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Case Number: 56-2022-00563241-CU-OE-VTA

Proof of Service

B. Alvarez

VENTURA
SUPERIOR COURT
FILED
DEC 20 2023
BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy
CRISTAL V. ALVAREZ

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Defendants.

VENTURA SUPERIOR COURT

FILED

01/03/2024

Brenda L. McCormick
Executive Officer and Clerk

Cristal Alvarez

RECEIVED
VENTURA SUPERIOR COURT

DEC 20 2023

Case Number: 56-2022-00563241-CU-OE-VTA

~~Proposed~~ Order Granting Final Approval of
Class Action Settlement and Final Judgment

Hearing Date: November 22, 2023 *B. Fox*
Hearing Time: 8:20 a.m.
Department: 41
Judge: Hon. Ronda J. McKaig

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1 the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating
2 the Settlement Agreement.

3 5. The Court finds that an ascertainable class of 417 participating Class Members exists
4 and a well-defined community of interest exists on the questions of law and fact involved because in
5 the context of the Settlement Agreement: (i) all related matters, predominate over any individual
6 questions; (ii) the claims of the plaintiffs are typical of claims of the Class Members; and (iii) in
7 negotiating, entering into and implementing the Settlement Agreement, Plaintiffs and Plaintiffs'
8 counsel have fairly and adequately represented and protected the interest of the Class Members.

9 6. The Court is satisfied that Phoenix Settlement Administrators, which was appointed as
10 the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
11 comports with California Rule of Court 3.766. The Class Notice informed the prospective Class
12 Members of the Settlement Agreement's terms, their rights under the Settlement Agreement to receive
13 their settlement share, their rights to submit a request for exclusion, their rights to comment on or object
14 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
15 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
16 and to act were provided by each of these procedures.

17 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
18 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
19 compliant with all applicable requirements of the California Code of Civil Procedure, the California
20 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
21 any other applicable law, and in the best interests of each of the Parties and Class Members.

22 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
23 terms and declares the Settlement Agreement to be binding on all participating Class Members.

24 9. The Court finds that the Settlement Agreement has been reached as a result of informed
25 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
26 extensive investigation and research, and their attorneys were able to reasonably evaluate their
27 respective positions.
28

1 10. The Court also finds that the Settlement Agreement will avoid additional and potentially
2 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
3 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in
4 light of the challenges posed by continued litigation, and Court concludes that Plaintiffs' counsel
5 secured significant relief for Class Members.

6 11. The Settlement Agreement is not an admission by Defendants, nor is this order a finding
7 of the validity of any allegations or of any wrongdoing by Defendants.

8 12. The Court appoints Plaintiffs Joseph D. Aguilar and Christian Beller as class
9 representatives and finds them to be adequate.

10 13. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D.
11 Smith, and Joanne H. Kim of Melmed Law Group P.C. The Court finds each of them to be adequate,
12 experienced, and well-versed in class action litigation.

13 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
14 \$350,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to
15 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
16 Agreement, subject to this order.

17 15. The Court approves the following allocations, which fall within the ranges stipulated by
18 and through the Settlement Agreement:

19 A. The Court awards \$8,500.00 to Phoenix Settlement Administrators, the
20 Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants
21 final approval of it and orders the Parties to make the payment to the Settlement Administrator
22 in accordance with the Settlement Agreement.

23 B. The Court awards \$116,666.67 to Plaintiffs' counsel as attorneys' fees and finds
24 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court
25 grants final approval of, awards, and orders the payment to Plaintiffs' counsel to be made in
26 accordance with the Settlement Agreement.

27 C. The Court awards \$13,383.14 in litigation costs, an amount which the Court
28 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and

1 orders the litigation expenses payment in this amount to be made to Plaintiffs' counsel in
2 accordance with the Settlement Agreement.

3 D. The Court awards \$5,000.00 to each class representative, in addition to any
4 amount they may be entitled to as Class Members and/or Aggrieved Employees, as service
5 payments requested by Plaintiffs and finds this amount to be fair and reasonable. The Court
6 grants final approval of, and orders the class representative payments to be made in accordance
7 with the Settlement Agreement.

8 E. The Court approves the \$50,000.00 allocation for penalties under the Labor
9 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$37,500.00) to be
10 paid to the California Labor and Workforce Development Agency in accordance with the terms
11 of the Settlement Agreement and the remainder (i.e., \$12,500.00) to the Aggrieved Employees.

12 16. The Court orders the Parties to comply with and carry out all terms and provisions of
13 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case
14 the provisions of this order shall take precedence and supersede the Settlement Agreement.

15 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive
16 Defendants' rights to continue to oppose the merits of the claims in this action or class treatment of
17 these claims in this case if the Settlement Agreement fails to become final or effective, or in any other
18 case without limitation.

19 18. Because there were no requests for exclusion, all Class Members shall be bound by the
20 Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

21 19. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement
22 Agreement and this order, including the release of PAGA claims as set forth in the Settlement
23 Agreement.

24 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
25 provided in this order and the Settlement Agreement.

26 21. All checks mailed to the Class Members must be cashed within one hundred and eighty
27 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
28 Settlement Administrator shall submit such funds to the California State Controller's Office for deposit

1 in the Unclaimed Property Fund in the name of the Class Member. The Court finds that this meets the
2 requirements of Code of Civil Procedure section 384.

3 22. Within seven days of this order, the Settlement Administrator shall give notice of
4 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting
5 a copy of this order and final judgment on its website.

6 23. The Court retains continuing jurisdiction over the Action and the Settlement, including
7 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
8 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
9 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

10 24. Plaintiffs shall file with the Court a report regarding the status of distribution within 210
11 days after all funds have been distributed.

12 25. This final judgment is intended to be a final disposition of the above-captioned action
13 in its entirety and is intended to be immediately appealable. This final judgment resolves and
14 extinguishes all claims released by the Settlement Agreement against Defendants.

15 26. The Court hereby sets a hearing date of **September 18, 2024, at 8:30 a.m.** for a hearing
16 on the final accounting and distribution of the settlement funds.

17 **IT IS SO ORDERED, ADJUGED, AND DECREED.**

18 **FINAL JUDGMENT IS HEREBY ENTERED.**

19
20 Dated: 12/30/2023

21 
22 **HON. RONDA J. MCKAIG**

23 Judge of the Superior Court, County of Ventura
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