

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 08/07/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u> A. He </u> Deputy
PLAINTIFF/PETITIONER: Raul Everardo		
DEFENDANT/RESPONDENT: The Warehouse Restaurant, Inc.		
CERTIFICATE OF MAILING		CASE NUMBER: 22STCV26044

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Amended Order Granting Final Approval to Class Action Settlement and Application for Class Counsel Fees, Class Counsel Costs, Service Payments, and Final Judgment Thereon upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Kenneth C. Yeager
Law Offices of Drociak & Yeager
7627 S Western Ave
Los Angeles, CA 90047

Nazo Koulloukian
Koul Law Firm
3435 Wilshire Blvd, Suite 1710
Los Angeles, CA 90010

David W. Slayton, Executive Officer / Clerk of Court

Dated: 08/7/2024

By: A. He
Deputy Clerk

CERTIFICATE OF MAILING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Superior Court of California
County of Los Angeles

08/06/2024

David W. Sanyan, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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

RAUL EVERARDO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

THE WAREHOUSE RESTAURANT, INC., a
California Corporation, and DOES 1-50,
inclusive,
Defendant.

Case No: 22STCV26044
The Hon. Stuart M. Rice

CLASS-ACTION

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
SERVICE PAYMENTS, AND FINAL
JUDGMENT THEREON**

1 On July 31, 2024, a hearing was held on Plaintiff RAUL EVERARDO's unopposed Motion
2 for Final Approval of the Class Action Settlement and Motion for Class Counsel Fees, Class
3 Counsel Costs, and Service Payment.

4 The Parties have submitted their settlement and release agreement ("Settlement"), which
5 this Court preliminarily approved on January 26, 2024 (the "Preliminary Approval Order"). Under
6 the Preliminary Approval Order, Class Members have been given adequate notice of the terms of
7 the Settlement and the opportunity to object to it or to exclude themselves from it.

8 Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court before entering the Preliminary Approval
10 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
11 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
12 DETERMINATIONS as follows:

13 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
14 Order and Judgment adopts all defined terms set forth in the Settlement.

15 2. For settlement purposes only, the Court grants certification of the Class. The Class
16 is defined as all current and/or former hourly non-exempt employees that worked for Defendant
17 within the period beginning August 11, 2018, until August 25, 2023.

18 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
19 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member on March
20 22, 2024, by first-class mail in both English and Spanish. The Class Notice informed Class
21 Members of the terms of the Settlement, their right to receive an Individual Settlement Payment,
22 their right to comment on or object to the Settlement and/or the attorneys' fees and costs, their right
23 to elect not to participate in the Settlement and pursue their own remedies, their right to appear in
24 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
25 Settlement, and of other actions pending against Defendant. Adequate periods of time were
26 provided by each of these procedures.

27 4. The Court finds and determines that this notice procedure afforded adequate
28

1 protections to Class Members and provides the basis for the Court to make an informed decision
2 regarding approval of the Settlement based on the responses of Class Members. The Court finds
3 and determines that the notice provided in this case was the best notice practicable, which satisfied
4 the requirements of law and due process.

5 5. The Settlement Administrator reports no valid disputes, written objections or any
6 written requests for exclusion.

7 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
8 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
9 each Class Member and that the Participating Class Members will be bound by the Settlement, that
10 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
11 should be and hereby are ordered to be consummated.

12 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in
13 the amount of \$525,000.00 and the Individual Settlement Payments to be paid to the Participating
14 Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval
15 to and orders the payment of those amounts to be distributed to the Participating Class Members
16 out of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the
17 Settlement, the Settlement Administrator is directed to make the payments to each Participating
18 Class Member.

19 8. The Court finds and determines that the Settlement Administration Cost for the
20 Settlement in the amount of \$10,000 is fair and reasonable. The Court hereby grants final approval
21 to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the
22 Settlement Administrator in accordance with the Settlement.

23 9. The Court finds and determines that the request by Plaintiff RAUL EVERARDO
24 for a Service Payment is fair and reasonable and hereby orders that the requested payment in the
25 amount of \$5,000 be paid to Plaintiff out of the Gross Settlement Amount.

26 10. The Court further finds and determines that the request by Class Counsel for the
27 Class Counsel Fee is fair and reasonable and hereby orders that \$174,982.50 (33.33% of the Gross
28

Settlement Amount) be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that \$13,448.74 be paid to Koul Law Firm and Majarian Law Group, APC, out of the Gross Settlement Amount.

12. The amounts payable under this Settlement are summarized in the following table:

Gross Settlement Amount	\$525,000
Settlement Administration	\$10,000
Plaintiff's Enhancement Award	\$5,000
Class Counsel Attorneys' Fees	\$174,982.50
Class Counsel Actual Costs	\$13,448.74
PAGA Penalties (75% to LWDA, 25% to Aggrieved Employees)	\$25,000 (\$18,750 to LWDA; \$6,250 to Aggrieved Employees)
Net Settlement Amount to be distributed to Participating Class Members	\$296,568.76

13. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

14. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Aggrieved Employees will forever completely release and discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

15. Pursuant to the terms of the Settlement, Plaintiff makes an additional general release as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 which states:

1 **A general release does not extend to claims which the creditor or releasing**
2 **party does not know or suspect to exist in his or her favor at the time of**
3 **executing the release and that, if known by him or her, would have materially**
4 **affected his or her settlement with the debtor or released party.**

5 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
6 under the Settlement or under this Order, including the requirement that Defendant make payment
7 in accordance with the Settlement.

8 17. If, for any reason, the Settlement ultimately does not become Final (as defined by
9 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
10 positions in the action as those positions existed immediately before the Parties executed the
11 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
12 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
13 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
14 or in any other action.

15 18. The Parties entered into the Settlement solely for the purpose of compromising and
16 settling disputed claims. Defendant in no way admits any violation of law or any liability
17 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
18 denied by Defendant.

19 19. All settlement checks that remain uncashed after 180 days will be delivered to the
20 Parties' designated *Cy Pres* Recipient, Los Angeles NAACP. The Parties will submit an Amended
21 Judgment following settlement administration specifying the amount payable to the *Cy Pres*
22 Recipient.

23 20. By means of this Final Approval Order, this Court hereby enters final judgment in
24 this Action.

25 21. Without affecting the finality of this Final Approval Order and Judgment in any
26 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
27 relating to the interpretation, administration, implementation, effectuation and enforcement of this
28 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

1 22. The Parties are hereby ordered to comply with the terms of the Agreement.

2 23. Each side is to bear its own costs and attorneys' fees except as provided by the
3 Settlement and this Final Approval Order and Judgment.

4 24. The Court sets a final accounting hearing for July 31, 2025. Plaintiff must file a final
5 report 9 days before the final accounting hearing.

6

7

8

9 DATED: August 6, 2024



A handwritten signature in black ink, reading "Stuart M. Rice", is written over the printed name.

Stuart M. Rice / Judge

10

HONORABLE STUART M. RICE
COUNTY OF LOS ANGELES

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PROOF OF SERVICE

Case No. 22STCV26044

Everardo v. The Warehouse Restaurant, Inc., et al.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On August 1, 2024, I served the foregoing document described as:

- 1. SUPPLEMENTAL DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**
- 2. AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, SERVICE PAYMENTS, AND FINAL JUDGMENT THEREON**

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Kenneth C. Yeager, Esq.

kcyeagerlaw@yahoo.com

LAW OFFICES OF DROCIAC & YEAGER

7627 S. Western Avenue

Los Angeles, CA 90047

Attorneys for Defendant THE WAREHOUSE RESTAURANT, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this August 1, 2024, in Los Angeles, California.


NADIA CHAVEZ