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Electronically Received 04/15/2022 09:37 AM

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CATRINA MARTINEZ on behalf of herself and all  
8 others similarly situated

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15 Attorneys for Defendants  
LASCARI'S AND SONS, INC. and  
16 LASCARI'S GROUP, INC.  
*(additional parties listed on next page)*

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

20 CATRINA MARTINEZ, an individual, on  
behalf of herself, and all others similarly  
21 situated,

22 Plaintiff,

23 v.

24 LASCARI'S AND SONS INC. a California  
Corporation, LASCARI'S GROUP, INC., a  
25 California Corporation, and DOES 1 through  
25, inclusive,

26 Defendants.  
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Case No.: BC716005

Assigned For All Purposes to Hon. David S.  
Cunningham, Dept. 11

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

Dept. 11 (Spring Street)  
Date: April 14, 2022  
Time: 9:00 a.m.

Action Filed: August 1, 2018  
Trial Date: None Set

**FILED**  
Superior Court of California  
County of Los Angeles  
**04/21/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           T. Lewis           Deputy

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Attorneys for Defendants  
LASCARI'S AND SONS, INC. and  
LASCARI'S GROUP, INC.

1 The motion by Plaintiff Catrina Martinez (“Plaintiff”) for a Final Order and Judgment  
2 approving a global class and representative action settlement that resolves all claims of Plaintiff and  
3 the Class against Defendants Lascari’s and Sons, Inc. and Lascari’s Group, Inc. (“Defendants”),  
4 came on for hearing on April 14, 2022.

5 Having received and considered Plaintiff’s motion and all papers filed in support thereof,  
6 including the Amended Class Action Settlement Agreement (“Agreement”) filed on October 13,  
7 2021 and the Exhibits thereto, and the evidence and argument received by the Court in conjunction  
8 with the Motion for Preliminary Approval of Class Action and PAGA Settlement, and the instant  
9 Motion for Order Granting Final Approval and Entering Judgment, the Court grants final approval of  
10 the Settlement and **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

11 1. In compliance with the Order Granting Preliminary Approval of the Class and  
12 Representative Action Settlement, a Notice of Class Action and PAGA Settlement (“Notice”) was  
13 mailed to all Class Members by first-class U.S. mail, in both English and Spanish. It was also  
14 emailed to the last-known email addresses of Class Members, to the extent possible. The Court finds  
15 that distribution of the Notice in the manner set forth in this Order and the Settlement Agreement  
16 constituted the best notice practicable under the circumstances, and constituted valid, due and  
17 sufficient notice to all members of the Class and the PAGA Employees. The Notice set forth herein  
18 and in the Settlement Agreement provides a means of notice reasonably calculated to apprise the  
19 Class Members of the pendency of the action and the proposed settlement, and thereby was valid,  
20 due, and sufficient notice to all Class Members and PAGA Employees, and complied fully with the  
21 laws of the State of California, the United States Constitution, due process and other applicable law.  
22 The Notice informed the Class and PAGA Employees of the terms of the Settlement, their right to an  
23 Individual Settlement Payment, of their right to submit objections, if any, and to appear in person or  
24 by counsel at the final approval hearing and to be heard regarding approval of the Settlement, of  
25 their right to request to Opt Out from the Class and the Settlement, and of the date set for the Final  
26 Approval hearing. Adequate periods of time were provided by each of these procedures. No  
27 member of the Class or PAGA Employee filed written objections to the proposed Settlement as part  
28 of this Notice process or stated an intention to appear at the final approval hearing.

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

6           3.       Solely for the purpose of settlement in accordance with the Agreement, the Court  
7 finds that the requirements for certification under section 382 of the California Code of Civil  
8 Procedure and other laws applicable to preliminary settlement approval of class actions have been  
9 satisfied, and the Court hereby certifies, for settlement purposes only, the following Class (the  
10 “Class”) that consists of all individuals who are or were non-exempt employees of Defendants at  
11 Lascari’s branded restaurants in California at any time from August 1, 2014 through November 8,  
12 2021 (“Class Members”). Plaintiff and all other Class Members to whom a Notice was mailed and  
13 who did not submit an Opt Out are Settlement Class Members.

14           4.       Class Members who duly requested exclusion from the Settlement shall not receive  
15 any benefits thereunder, nor shall they be bound by the Judgment and Order in this matter. The two  
16 individuals who submitted timely Opt Outs are **Rosanne Marie Nitti** and **Joseph Romero**. The Opt  
17 Outs from the Class do not affect the Released PAGA Claims which shall be binding on all PAGA  
18 Employees regardless of the requested exclusion.

19           5.       Pursuant to the Settlement Agreement, and for settlement purposes only, the Court  
20 further finds as to the Class that:

- 21           a.       The Class is so numerous that joinder of all members is impracticable;
- 22           b.       There are questions of law or fact common to the Class which predominate  
23               over the questions affecting only individual members;
- 24           c.       The claims of the Class Representative are typical of the claims of the Class  
25               that the Class Representative seeks to certify;
- 26           d.       The Class Representative, Plaintiff Catrina Martinez, will fairly and  
27               adequately protect the interests of the Class and is, therefore, appointed as the  
28               representative of the Class;

- 1 e. Class Counsel, Beth A. Gunn and Catherine J. Coble at Gunn Coble LLP, will  
2 fairly and adequately protect the interests of the Class and are qualified to  
3 represent the Class and are, therefore, appointed as attorneys for the Class for  
4 purposes of settlement only; and  
5 f. Certification of the Class is superior to other available methods for fair and  
6 efficient adjudication of the controversy.

7 6. PAGA Employees is defined as all individuals who are or were non-exempt  
8 employees of Defendants at Lascari’s branded restaurants in California at any time from March 27,  
9 2017 through November 8, 2021 (“PAGA Employees”).

10 7. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48  
11 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was reached as a result of  
12 informed and non-collusive arm’s-length negotiations between the parties during mediation before  
13 Michelle R. Rosenblatt (Ret.), a respected mediator of wage and hour class actions. The Court finds  
14 that the Agreement was made and entered into in good faith.

15 8. The Court finds that the Settlement is fair when compared to the strength of  
16 Plaintiff’s case, Defendants’ defenses, the risks involved in further litigation and maintaining class  
17 status throughout the litigation, and the amount offered in settlement. The Agreement is approved as  
18 fair, adequate and reasonable and in the best interest of Class Members.

19 9. The Court finds that the Parties conducted extensive investigation and research, and  
20 that their attorneys were able to reasonably evaluate their respective positions.

21 10. The Court finds that Class Counsel has extensive experience acting as class counsel  
22 in complex class action cases and their view on the reasonableness of the settlement was therefore  
23 given its due weight.

24 11. The Settlement is not an admission by Defendants, nor is this Order a finding of the  
25 validity of any claims or allegations asserted in the Civil Action or of any wrongdoing by  
26 Defendants. Furthermore, the Settlement is not a concession by Defendants or any of the other  
27 Released Parties and shall not be used as an admission of any fault, omission or wrongdoing by  
28 Defendants or any of the other Released Parties. Neither this Judgment, the Settlement nor any

1 document referred to herein, nor any action taken to carry out the Settlement is, may be construed as,  
2 or may be used as, an admission by or against Defendants or any of the other Released Parties of any  
3 admission of fault, culpability, negligence, wrongdoing or liability whatsoever.

4 12. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and  
5 the methodology used to calculate and pay each Settlement Class Member’s Individual Settlement  
6 Payment, and the methodology used to calculate and pay each PAGA Employee’s PAGA Payment  
7 Share, are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual  
8 Settlement Payments to the Settlement Class Members and PAGA Payment Share to the PAGA  
9 Employees that worked during the applicable PAGA Period, in accordance with the terms of the  
10 Agreement.

11 13. The Court finds that the Agreement meets all of the requirements for approval of a  
12 settlement under PAGA, including the notice of the Settlement having been properly provided to the  
13 California Labor and Workforce Development Agency (“LWDA”). The Court finds that the LWDA  
14 has not objected to, and is deemed to have approved of the terms of the Agreement.

15 14. The Court finds and determines that the PAGA Payment to be paid to the LWDA and  
16 the PAGA Employees, in the total sum of Twenty Thousand Dollars and No Cents (\$20,000.00) is  
17 fair and reasonable.

18 15. The Court hereby gives final approval and orders Fifteen Thousand Dollars and No  
19 Cents (**\$15,000.00**) to be paid by the Settlement Administrator from the Gross Settlement Amount  
20 directly to the LWDA in accordance with the terms of the Agreement.

21 16. The Court awards named Plaintiff, Catrina Martinez, Seven Thousand Five Hundred  
22 Dollars and No Cents (**\$7,500.00**) for her services to the Class, associated services to the Class  
23 associated with prosecuting and settling the claims, and also for her agreement to enter into a general  
24 release of claims as set forth in the Settlement, a broader release of claims than that given by Class  
25 Members. The Court finds that this amount is fair and reasonable in light of Plaintiff’s contributions  
26 to this litigation.

27 17. The Court hereby awards attorneys’ fees of **\$165,000.00** and costs of **\$15,000.00**,  
28 respectively, payable to Class Counsel, Gunn Coble LLP. The Court finds that these requested

1 amounts are within the range of reasonableness for a contingency fee in a class action such as this.

2 18. The Court approves Settlement Administrator expenses in the amount of **\$16,000.00**,  
3 payable to CPT Group, Inc.

4 19. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees,  
5 or for any other charge, expense, or liability, except as provided for in the Settlement.

6 20. The Class Representative and all Settlement Class Members and PAGA Employees  
7 are permanently barred and enjoined from prosecuting against Defendants, and the Released Parties,  
8 who are defined in Paragraph 36 of the Agreement on any of the Released Class Claims, defined in  
9 Paragraph 93 of the Agreement. The PAGA Employees are permanently barred and enjoined from  
10 prosecuting against Defendants and the Released Parties on any of the Released PAGA Claims,  
11 defined in Paragraph 94 of the Agreement.

12 21. Without affecting the finality of this Order in any way, the Court retains jurisdiction  
13 under California Rule of Court 3.769(h) of all matters relating to the administration, interpretation,  
14 implementation, effectuation and enforcement of the Settlement.

15 22. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
16 pursuant to the Agreement or pursuant to this Order, including the requirement that Defendants  
17 makes payments to Settlement Class Members in accordance with the Settlement.

18 23. The Court hereby enters final judgment in this case in accordance with the terms of  
19 the Agreement, Order Granting Preliminary Approval of Class Action Settlement, and this Order.

20 24. Class Counsel shall submit a copy of the Final Order and Judgment to the LWDA  
21 within ten (10) days after entry of this Order and Judgment in accordance with California Labor  
22 Code section 2699(1)(3).

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25. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and the Court's Order Granting Award of Attorneys' Fees, Costs, Class Representative Enhancement Award and Claims Administration expenses.

**IT IS SO ORDERED.**

DATED: 04/21/2022 2022



HON. DAVID S. CUNNINGHAM  
JUDGE OF THE SUPERIOR COURT



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**PROOF OF SERVICE**

STATE OF CALIFORNIA

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action in which this service is made. My business address is 3555 Casitas Ave., Los Angeles, CA 90039.

On April 15, I served the following documents, described as:

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

To the following parties:

Brittany M. Hernandez  
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Beverly Hills, CA 90210  
(Counsel for Defendant Lascari's Group, Inc.)

[X] (By Electronic Mail) Pursuant to the Court's order or an agreement of the parties to accept service my email or electronic transmission, a true and correct copy was electronically served to the email addresses listed in the service caption above via the Court-ordered electronic filing system. A true and correct copy of transmittal will be produced if requested by any party or the Court.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on April 15, 2022 at La Crescenta, California.

By:



\_\_\_\_\_  
Catherine Coble